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No. 7] NEW DELHI, SATURDAY, FEBRUARY 13, 1971/MAGHA 24, 1892

इस भाग में भिन्न पृष्ठ संख्या दी जाती है जिससे कि यह अलग संकलन के रूप में रखा जा सके।

Separate paging is given to this Part in order that it may be filed as a separate compilation.

भाग II—खंड 3—उपखंड (ii)

PART II—Section 3—Sub-section (ii)

(रक्षा मंत्रालय को छोड़कर) भारत सरकार के मंत्रालयों और (संघ क्षेत्र प्रशासन को छोड़कर) केन्द्रीय प्राधिकरणों द्वारा जारी किये गये विधिक आदेश और अधिसूचनाएं।

Statutory orders and notifications issued by the Ministries of the Government of India (other than the Ministry of Defence) and by Central Authorities (other than the Administration of Union Territories).

CABINET SECRETARIAT

(Department of Personnel)

New Delhi, the 15th January 1971

S.O. 686.—In exercise of the powers conferred by sub-section (1) of section 492 of the Code of Criminal Procedure, 1898 (5 of 1898), the Central Government hereby appoints Shri Chameli Kumar Chatterji, Advocate, Calcutta as a public Prosecutor for conducting the prosecution of the accused, in case RC No. 8/E/66-Calcutta, in the original, appellate and revisional courts.

[No. 225/53/70-AVD-II.]

B. C. VANJANI, Under Secy.

मंत्रिमंडल सचिवालय

(कर्मिक विभाग)

नई दिल्ली, 15 जनवरी, 1971

क्र० आ० 686.—दण्ड प्रक्रिया संहिता, 1898 (1898 का 5) की धारा 492 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार एतद्वारा श्री

चमेली कुमार चैटर्जी, अधिवक्ता, कलकत्ता को, मूल अपील और पुनरीक्षण न्यायालयों में, बाद आरसी 8/ई० ओ० डब्ल्यू/66—कलकत्ता में, अभियुक्त पर अभियोग चलाने के लिए, लोक अभियोजक के रूप में नियुक्त करती है।

[सं० 225/53/79-ए०वी०डी० (II)]

बी० सी० बन्जानी, अवसर सचिव।

MINISTRY OF HOME AFFAIRS

New Delhi, the 20th January 1971

S.O. 687.—In exercise of the powers conferred by clause (1) of article 258 of the Constitution, the President, with the consent of the Government of West Bengal, hereby entrusts to all District Magistrates in West Bengal the functions of the Central Government under section 7 of the Explosive Substances Act, 1908 (6 of 1908).

[No. 26/6/70-GPA.II.]

T. V. RAMANAN Dy. Secy.

गृह मंत्रालय

नई दिल्ली, 20 जनवरी, 1971

एस० ओ० 687.—संविधान के अनुच्छेद 258 के खण्ड (1) के द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए राष्ट्रपतिजी, पश्चिम बंगाल सरकार की सहमति से, उसके द्वारा पश्चिम बंगाल के सभी जिलाधीशों को वि फोटक पदार्थ अधिनियम, 1908 (1908 का 6) की धारा 7 के अंतर्गत केन्द्रीय सरकार के कार्य सौंपते हैं।

[सं० 26/6/70/जी०पी०ए०-2]

टी० वी० रामनन, उप सचिव।

New Delhi, the 29th January, 1971

S.O. 688.—In pursuance of the provisions of Section 6 of the Notaries Act, 1952 (53 of 1952), the Central Government hereby publishes a list of Notaries appointed by them and in practice at the beginning of the year 1971:—

Serial No.	Name of Notary	Residential & professional address	Qualifications	Area in which he is authorised to practise	Remarks
1	2	3	4	5	6
1	Shri Chakravarthi Doraswamy	Catholic Centre (2nd Floor), 6, Armenian St., Madras-1.	Advocate, Madras High Court.	Whole of India	—
2	Shri Rustam Ardeshir Gagrai.	C/o M/S Gagrai & Co., Solicitors & Notary Public, Alli Chambers, Meadows Street, Bombay-1.	Advocate, Bombay High Court.	Whole of India	—
3	Shri Bata Krishna Banerji.	Koonja Nibas, 23-A, Sardar Sankar Road, P.S. Tollygunge, Calcutta.	Advocate, Calcutta High Court.	Whole of India	—
4	Shri Bhagwati Prasad Khaitan.	7-B, Old Post Office Street, Calcutta.	Attorney-at-law, Calcutta High Court.	Whole of India	—
5	Shri Tulsī Kumar Banerji.	Temple Chambers, 6, Old Post Office Street, Calcutta.	Attorney-at-law, Calcutta High Court.	Whole of India	—
6	Shri Rabindra Krishna Deb.	Temple Chambers, 6, Old Post Office Street, Calcutta.	Attorney at-Law, Calcutta High Court.	Whole of India	—
7	Shri Sisir Kumar Ghosh	C/O Basu & Co. Solicitors, 6, Old Post Office Street, Calcutta.	Solicitor, Calcutta High Court.	Whole of India	—
8	Shri Arunendra Nath Tagore.	29, Pandit's Road, Calcutta & 6 Hastings Street, Calcutta.	Advocate, Calcutta High Court.	West Bengal	—
9	Shri H'mansu Prakash Ganguli.	4, Issur Dutt Lane, Howrah (West Bengal)	Advocate, Calcutta High Court.	Whole of India	—
10	Shri Pramjee Cursetjee Heerjeebhoy Rustomjee.	Royal Insurance Building, 5 & 7, Netaji Subhas Road, Calcutta.	Solicitor, Calcutta High Court.	Whole of India	—
11	Shri Sudhir Kumar Dey Mullick.	C/O Martin Burn Ltd., 12, Mission Row Extension, Calcutta-1.	Attorney-at-Law, Calcutta High Court.	Whole of India	—
12	Shri Rash Mohan Chatterji.	C/O M/S Orr., Dignam & Co., Solicitors, 29, Netaji Subhas Road, Calcutta.	Solicitor, Calcutta High Court.	West Bengal, Assam, Bihar U.P. and Punjab.	—
13	Shri Prabhudayal Himatsingka.	6, Old Post Office Street, Calcutta.	Attorney-at-Law, Calcutta High Court.	Whole of India	—
14	Shri Amar Kumar Ray.	6, Old Post Office Street, Calcutta.	Attorney-at-Law, Calcutta High Court.	Whole of India	—
15	Shri Punyabrata Bose.	10, Kiran Shankar Roy Road, Calcutta-1.	Attorney-at-Law, Calcutta High Court.	Whole of India	—

1	2	3	4	5	6
16	Shri Victor Elias Moses	6, Old Post Office Street, Calcutta.	Attorney-at-Law, Calcutta High Court.	Whole of India	—
17	Shri Mulkh Raj Wadhawan.	Advocate, Jullundur City, Punjab.	Advocate Punjab High Court.	Punjab & U.P.	—
18	Shri Pashupati Nath Ghosh.	C/o Kar, Mehta & Co., Solicitors II, Old Post Office Street, Calcutta.	Solicitor, Calcutta High Court.	Whole of India	—
19	Shri Manohar Lal Kapur.	3/9, Patel Nagar (Est) New Delhi.	Advocate	Union Territory of Delhi.	—
20	Shri Raghu Nath	Flat 8-A, New Central Market (Shankar Market) Connaught Circus, New Delhi.	Advocate, Supreme Court.	Whole of India	—
21	Shri Harpershad Mehra.	No. 3060, Charkhewalan, Delhi.	Advocate, Punjab High Court.	Union Territory of Delhi.	—
22	Shri Milawa Ram Kalia	33/16, Rajindra Nagar, New Delhi.	Advocate, Punjab High Court.	Union Territory of Delhi.	—
23	Shri Ganga Bishan Kapur	318, G.T. Road, Jullundur City, Punjab.	Advocate Punjab High Court.	Punjab and U. P.	—
24	Shri Msher Chand Mehra	161, Model Town, Ambala City (Haryana).	Advocate, Punjab High Court.	Ambala District	—
25	Shri Ram Ditta Mall	7/13, Patel Nagar (East) New Delhi.	Advocate, Supreme Court.	Union Territory of Delhi, Rajasthan, Punjab and Uttar Pradesh.	—
26	Shri Bhagat Hans Raj	No. 103, Darya Ganj, Delhi.	Advocate, Punjab High Court.	Union Territory of Delhi.	—
27	Shri Chaman Lal Sethi.	Sunder Singh Bldg., Abdul Aziz Road, Karol Bagh, New Delhi-5.	Pleader	Union Territory of Delhi.	—
28	Shri Salil Kumar Chatterjee.	10, Old Post Office Street, Calcutta.	Solicitor Calcutta High Court. & Advocate Supreme Court.	Whole of India.	—
29	Shri Brij Bahadur Agnihotri.	Sitapur, U. P.	Vakil	Sitapur Distt. (U.P.)	—
30	Shri Chaman Lal Arora	10 New Court Road, Amritsar (Punjab)	Advocate	Amritsar District (Punjab)	—
31	Shri Damodar Devji Damodar	C/o M/s Kanga & Co., Solicitors, Ready money Mansions, 43, Veer Nirman Road Bombay.	Solicitor	Maharashtra	—
32	Shri Deba Prasad Ghosh.	12, Govt. Place East Calcutta-1	Attorney	Whole of India	—
33	Shri Nathmal Himatsingka.	6, Old Post Office Street, Calcutta.	Attorney	Whole of India	—
34	Shri Nawal S. Phatarpekar	C/o M/s Crawford Bayley & Co., State Bank Bldgs. Bank Street, Bombay.	Advocate & Attorney Bombay High Court.	Whole of India	—
35	Shri Ram Krishan Garg	Vakil, No. 6456, Rawatpara, Agra (U.P.)	Vakil, Agra	Agra Distt.	—
36	Shri C. H. Pardiwala	Solicitor, C/o M/s. Crawford Bayley & Co., State Bank Bldgs., Bank Street, Bombay.	Solicitor.	Whole of India	—

37	Shri Schindra C. Sen.	Attorney-at-Law, Temple Chambers, 1st Floor, 6, Old Post Office Street, Calcutta.	Attorney.	Calcutta.	—
38	Shri Subodh Kumar Mullick.	Solicitor, C/o M/s. Sandersons & Morgans, Solicitors Royal Insurance Bldgs., 5 & 7, Netaji Subhas Road, Calcutta.	Solicitor.	Whole of India	—
39	Shri D. A. Mehta.	Advocate, 43-B, Hanuman Road, New Delhi.	Bar-at-Law	Union Territory of Delhi.	—
40	Shri Durga Prasad Tulsyan.	Advocate, Jhunjunu, Rajasthan.	Advocate	Jhunjunu District (Rajasthan)	—
41	Shri Jaswant Narain.	Advocate, Udai Mandir, Jodhpur (Rajasthan)	Advocate	Jodhpur (Rajasthan)	—
42	Shri Manharlal Girdharilal Doshit.	Solicitor, C/o Bhai Shanker Kanga & Girdharilal, Solicitors, Gujarat Samachar Bhavan, Khanpur, Ahmedabad.	Attorney High Court, Bombay	Gujarat & Maharashtra.	—
43	Shri Jasbir Singh Brar.	Advocate, Moga Distt. Ferozepur (Punjab)	Advocate	Moga Distt. Ferozepur	—
44	Shri Haider Mirza.	Advocate, Pharak Sheikh Saleem, Varanasi U. P.	Advocate	Varanasi Division (U.P.).	—
45	Shri Noor Mohammed.	Advocate, Udaipur (Rajasthan).	Advocate	Udaipur Distt	—
46	Shri Sudhir Kumar Seal.	C/o M/s Andersons & Morgans, Solicitors Royal Insurance Bldgs., 5 & 7, Netaji Subhas Road, Calcutta-1	Solicitor	Whole of India	—
47	Shri Jitendra Nath Sanyal	C/o M/s. Sandersons & Morgans, Solicitors Royal Insurance Bldgs., 5 & 7, Netaji Subhas Road, Calcutta-1.	Solicitor	Whole of India	—
48	Shri Indersen Israni.	Advocate, J-54 K'shan Marg, Jaipur (Rajasthan)	Advocate.	Jaipur City & District	—
49	Shri P. C. Kurian	333, Thambu Chetty Street, Madras-1.	Advocate	Madras & Kerala	—
50	Shri Gurdial Singh Sidboo.	No. 1, Dokha, Jullundur (Punjab)	Advocate	Jullundur District	—
51	Shri C. S. Venkata-Subramanian.	140, Cross Cut Road, Coimbatore	Advocate	Coimbatore District.	—
52	Shri Pushkar Lal Juneja.	F-2, Bhagat Singh Market, Lady Harding Road, New Delhi and F-1, Shankar Market Connaught Circus, New Delhi.	Advocate	Whole of India	—
53	Shri Chuni Lal Bhatia.	1-D, 97, Lajpat Nagar, New Delhi.	Advocate	Union Territory of Delhi.	—
54	Shri Jagan Nath.	Moga, Distt. Ferozepur (Punjab)	Advocate	Ferozepur District.	—
55	Shri Ramji Das Singal.	Gurdwara Street Bhatinda (Punjab)	Advocate	Ferozepur District.	—
56	Shri G. V. Bhatt.	Bhatt & Saldanha Maker Bhavan 63, New Marine Line Bombay 20	Attorney & Advocate	Whole of India	—
57	Shri Deoraj Singh Tyagi	Advocate Collectorate's Courts Bulandshahr	Advocate	District Bulandshahr (U.P.)	—
58	Shri Bal Krishan,	Advocate, Hanumangarh Town, Distt. Ganganagar (Rajasthan)	Advocate	District Ganganagar with Headquarters at Hanumangarh (Rajasthan)	—

1	2	3	4	5	6
59	Shri S. R. Mehta	Advocate Balotra (Rajasthan)	Advocate	District of Barmer and Jalore with Headquarters at Balotra (Rajasthan)	—
60	Shri D. D. Kakkar	Advocate, 36/9, East Patel Nagar, New Delhi.	Advocate	Union Territory of Delhi.	—
61	Shri G. C. Verma . . .	Advocate, Oath Commissioner E/12, Green Park, New Delhi.	Advocate-cum-Oath Commissioner.	Union Territory of Delhi.	—
62	Shri D. D. Kohli . . .	Advocate, 10, Hassan Building, Nicholson Road, Kashmere Gate, Delhi	Advocate	Union Territory of Delhi.	—
63	Shri P. L. Gandhi . . .	Advocate, Opposite Gandhi Bang, Surat.	Advocate	Sura District	—

[No. 24/3/70-Judl.(B)]

B. SHUKLA. Dy. Secy.

नई दिल्ली, 29 जनवरी, 1971

एस० ओ० 688.—लेख्य-प्रमाणक (नौटैरीज) अधिनियम, 1952 (1952 का 53 वां) के खण्ड 6 के परन्तुक के अनुसरण में केन्द्रीय सरकार एतद्द्वारा वर्ष 1971 के प्रारम्भ में व्यवसाय में नियुक्त किये गये लेख्य-प्रमाणकों (नौटैरीज) की सूची प्रकाशित करती है :—

क्रम	लेख्य प्रमाणक का नाम	निवास संबंधी एवं व्यवसायिक पता	अर्हताएं	किस क्षेत्र में व्यवसाय करने के लिए प्राधिकृत है	विशेष
1	2	3	4	5	6
1	श्री चक्रवर्ती डोरास्वामी	कैथोलिक सेंटर (दूसरी मंजिल) 6, आर-मेनियन गली, मद्रास-1	अधिवक्ता मद्रास उच्च-न्यायालय	सम्पूर्ण भारत	—
2	श्री रुस्तम अर्देशीर गगरात	द्वारा : मेसर्स गगरात एण्ड कम्पनी वादेक्षक एवं लेख्य प्रमाणक, अली चेंबरस मीडोज स्ट्रीट, बम्बई-1	अधिवक्ता बम्बई उच्च-न्यायालय	"	—
3	श्री बाटा कृष्ण बनर्जी	कुंज निवास 23-ए, सरदार शंकर रोड, पी एस० तलीगंज कलकत्ता	अधिवक्ता कलकत्ता उच्च-न्यायालय	"	—
4	श्री भगवती प्रसाद खैतान	1, बी ओल्ड पोस्ट आफिस स्ट्रीट, कलकत्ता।	न्यायवादी कलकत्ता उच्च-न्यायालय	"	—
5	श्री तुलसी कुमार बनर्जी	टैम्पल चेम्बर्स, 6 ओल्ड पोस्ट आफिस स्ट्रीट, कलकत्ता	"	"	—
6	श्री रविन्द्र कृष्ण देव	टैम्पल चेम्बर्स, 6 ओल्ड पोस्ट आफिस स्ट्रीट, कलकत्ता	न्यायवादी कलकत्ता उच्च-न्यायालय	"	—
7	श्री शिशिर कुमार घोष	द्वारा : बसु एण्ड कम्पनी वादेक्षक, 6 ओल्ड पोस्ट आफिस स्ट्रीट, कलकत्ता।	वादेक्षक, कलकत्ता उच्च-न्यायालय	"	—

1	2	3	4	5	6
8	श्री अनेन्द्र नाथ टैगौर	. 29, पंडितिया रोड, कलकत्ता और 6 हेस्टिंग्स स्ट्रीट, कलकत्ता	अधिवक्ता कलकत्ता उच्च- न्यायालय	पश्चिमी बंगाल	—
9	श्री हिमांशु प्रकाश गंगुली	. 4, ईसर दत्त लेन, हावड़ा (पश्चिमी बंगाल)	"	सम्पूर्ण भारत	—
10	श्री फ़मजी कुरसेतजी हीरजी भाई रूस्तमजी	रायल इन्सोरेंस बिल्डिंग 5 और 7 नेताजी सुभाष रोड, कलकत्ता	वादेक्षक कलकत्ता उच्च- न्यायालय	"	—
11	श्री सुधीर कुमार डे मलिक	. द्वारा: मार्टिन बर्न लि० 12, मिशन रो एक्सटेन्सन, कलकत्ता-1	न्यायवादी कलकत्ता उच्च- न्यायालय	"	—
12	श्री राशमोहन चटर्जी	. द्वारा: मैसर्स और दिगनाम एण्ड कम्पनी वादेक्षक, 29 नेताजी सुभाष रोड, कलकत्ता	वादेक्षक कलकत्ता उच्च- न्यायालय	पं० बंगाल, असम, उत्तर प्रदेश तथा पंजाब	—
13	श्री प्रभुदयाल हिमतरसिङ्गका	. 6, ओल्ड पोस्ट आफिस स्ट्रीट, कलकत्ता	न्यायवादी कलकत्ता उच्च- न्यायालय	सम्पूर्ण भारत	—
14	श्री अमर कुमार राय	. 6, ओल्ड पोस्ट आफिस स्ट्रीट, कलकत्ता	"	"	—
15	श्री पुण्यव्रत बोस	. 10, किरण शंकर राय रोड, कलकत्ता	न्यायवादी कलकत्ता, उच्च- न्यायालय	"	—
16	श्री विक्टर इलियास मोसेज	. 6, ओल्ड पोस्ट आफिस स्ट्रीट कलकत्ता	"	"	—
17	श्री मुखरराज बघावन	. अधिवक्ता जलंधर सिटी, पंजाब	अधिवक्ता पंजाब उच्च न्यायालय	पंजाब एवं उत्तर प्रदेश	—
18	श्री पशुपती नाथ घोष	. द्वारा: कार मेहता एण्ड कम्पनी वादेक्षक 11, ओल्ड पोस्ट आफिस स्ट्रीट, कलकत्ता	वादेक्षक कलकत्ता उच्च- न्यायालय	सम्पूर्ण भारत	—
19	श्री मनोहर लाल कपूर	. 319, पटेल नगर (पूर्वी), नई दिल्ली	अधिवक्ता	राज्य संघ क्षेत्र दिल्ली	—

20	श्री रघुनाथ	. फ्लैट 8-ए, न्यू सेंट्रल मार्केट (शंकर मार्केट) कनाट सरकस, नई दिल्ली	अधिवक्ता सर्वोच्च न्यायालय	सम्पूर्ण भारत	—
21	श्री हरप्रसाद मेहरा .	. सं० 3060 चर्खेवाला नई दिल्ली	अधिवक्ता पंजाब उच्च- न्यायालय	राज्य संघ क्षेत्र दिल्ली	—
22	श्री मिलवाराम कालिया	. 33/16, राजिन्द्र नगर, नई दिल्ली	अधिवक्ता पंजाब उच्च- न्यायालय	”	—
23	श्री गंगा विज्ञान कपूर	. 318, जी०टी० रोड, जलंधर सिटी, पंजाब	अधिवक्ता पंजाब उच्च- न्यायालय	पंजाब एवं उत्तर प्रदेश	—
24	श्री मेहर चन्द मेहरा	. 161, माडल टाउन अम्बाला सिटी (हरयाणा)	”	जिला अम्बाला	—
25	श्री राम दिता मल]	. 7/18, पटेल नगर पूर्वी, नई दिल्ली	अधिवक्ता सर्वोच्च न्यायालय	दिल्ली संघ राज्य क्षेत्र, राजस्थान, पंजाब और उत्तर प्रदेश	—
26	श्री भगत हंस राज .	. सं० 103, दरयागंज, दिल्ली	अधिवक्ता पंजाब उच्च- न्यायालय	राज्य संघ क्षेत्र दिल्ली	—
27	श्री चमनलाल सेठी .	. सुन्दर सिंह भवन, अब्दुल अजीज रोड, करोलबाग, नई दिल्ली-5	अधिवक्ता	”	—
28	श्री सलिलकुमार चटर्जी	. 10, ओल्ड पोस्ट आफिस स्ट्रीट, कलकत्ता	वादेशक कलकत्ता उच्च- न्यायालय एवं अधिवक्ता सर्वोच्च न्यायालय	सम्पूर्ण भारत	—
29	श्री बृजबहादुर अग्निहोत्री	. सीतापुर, उत्तर प्रदेश	वकील	जिला सीतापुर (उत्तर प्रदेश)	—
30	श्री चमन लाल अरोड़ा	. 10, न्यू कोर्ट रोड, अमृतसर (पंजाब)	अधिवक्ता	जिला अमृतसर (पंजाब)	—

1	2	3	4	5	6
31	श्री दामोदर देवजी दामोदर	द्वारा मेसर्स कांगा एण्ड कम्पनी, वादेक्षक, रेडीमनी मैनसिअन्स, 43 वीर निर्माण रोड बम्बई ।	वादेक्षक	महाराष्ट्र	—
32	श्री देव प्रसाद घोष	12, गोवर्नमेंट प्लेस, पूर्व, कलकत्ता-1	न्यायवादी	सम्पूर्ण भारत	—
33	श्री नखमल हिमर्तसिगका	6, ओल्ड पोस्ट आफिस स्ट्रीट, कलकत्ता	"	"	—
34	श्री नवल एस० फटारफेकर	द्वारा, मेसर्स क्रावफोर्ड बैले एण्ड कम्पनी, स्टेट, बैंक भवन बैंक स्ट्रीट, बम्बई	अधिवक्ता एवं न्यायवादी	"	—
35	श्री राम कृष्ण गर्ग	वकील सं० 6456, रावतपाड़ा आगरा (उ० प्र०)	वकील, आगरा	जिला आगरा	—
36	श्री सी० एच० पार्दीवाला	वादेक्षक, द्वारा मेसर्स क्रावफोर्ड बैले एण्ड कम्पनी स्टेट बैंक भवन, बैंक स्ट्रीट, बम्बई	वादेक्षक	सम्पूर्ण भारत	—
37	श्री सचिन्द्र सी० सेन	न्यायवादी, टैम्पल चैम्बर्स पहली मंजिल, 6, ओल्ड पोस्ट आफिस स्ट्रीट, कलकत्ता	न्यायवादी	कलकत्ता	—
38	श्री सुबोध कुमार मलिक	वादेक्षक, द्वारा मेसर्स संदर सन्स एण्ड मोरगन्स वादेक्षक रायल इन्सोरेन्स भवन, 5 और 7 नेताजी सुभाष रोड, कलकत्ता ।	वादेक्षक	सम्पूर्ण भारत	—
39	श्री डी० ए० मेहता	अधिवक्ता, 43-बी, हनुमान रोड नई दिल्ली	बैरिस्टर	राज्य संघ क्षेत्र दिल्ली	—
40	श्री दुर्गा प्रसाद तुलस्यान	अधिवक्ता, शुनशुनू-राजस्थान	अधिवक्ता	जिला शुनशुनू (राजस्थान)	—
41	श्री जसवन्त नारायण	अधिवक्ता उदय मंदिर जोधपुर (राजस्थान)	अधिवक्ता	जोधपुर (राजस्थान)	—
42	श्री मनहरलाल गिरधर लाल दोशित	वादेक्षक, द्वारा भाई कंकर कांगा एण्ड गिरधारीलाल वादेक्षक, गुजरात समाचार भवन, खानपुर, अहमदाबाद ।	न्यायवादी उच्च न्यायालय	गुजरात एवं महाराष्ट्र	—

43	श्री जसबीर सिंह बरार	. अधिवक्ता, मोगा जिला फिरोजपुर (पंजाब)	अधिवक्ता	. मोगा, जिला फिरोजपुर	—
44	श्री हैदर मिर्जा	. अधिवक्ता, फाटक शेख सलीम, वाराणसी (उ० प्र०)	"	. वाराणसी प्रभाग (उ० प्र०)	—
45	श्री नूर मोहम्मद	. अधिवक्ता, उदयपुर राजस्थान	"	. जिला उदयपुर	—
46	श्री सुधीर कुमार सील	. द्वारा: मैसर्स सुन्दर सन्स एण्ड मोरगन्स, वादेक्षक वादेक्षक रायल इन्सोरेन्स भवन, 5 और 7 नेताजी सुभाष रोड, कलकत्ता-1	. वादेक्षक	. सम्पूर्ण भारत	—
47	श्री जितेन्द्र नाथ सन्याल	. वही	"	"	—
48	श्री इन्द्र सेन इसरानी	. अधिवक्ता, जे-54 कृष्ण मार्ग, जयपुर (राजस्थान)	अधिवक्ता	. जयपुर शहर एवं जिला	—
49	श्री पी० सी० कुरियान	. 333, घाम्बू चैट्टी स्ट्रीट, मद्रास-1	"	. मद्रास एवं केरल	—
50	श्री गुरदयाल सिंह सिधु	. सं० 1, दोखा जलंधर (पंजाब)	"	. जिला जलन्धर	—
51	श्री सी०एस० वेक्टसुब्रमणियन्	. 140, फ्रास कट रोड, कायमबतोर	"	. जिला-कायमबतोर	—
52	श्री पुष्कर लाल जुनैजा	. एफ-2, भगतसिंह मार्केट लेडी हार्डिंग रोड, नई दिल्ली एवं एफ-1, शंकर मार्केट कनाट सरकस, नई दिल्ली ।	"	. सम्पूर्ण भारत	—
53	श्री चुनीलाल भाटिया	. 1-डी, 97, लाजपत नगर, नई दिल्ली	अधिवक्ता	. राज्य संघक्षेत्र दिल्ली	—
54	श्री जगन नाथ	. मोगा, जिला-फिरोजपुर (पंजाब)	अधिवक्ता	. जिला फिरोजपुर	—
55	श्री रामजी दास सिंगल	. गुरुद्वारा स्ट्रीट भटिंडा (पंजाब)	"	. जिला भटिंडा	—
56	श्री जी० बी० भट्ट	. भट्ट व सलदनहा मेकर भवन, 63, न्यू मराइन लाइन्स नम्बर-20	. न्यायवादी एवं अधिवक्ता	. सम्पूर्ण भारत	—
57	श्री देवराज सिंह त्यागी	. अधिवक्ता, कलकत्तोरेट कोर्ट बुलन्दशहर, (उ० प्र०)	अधिवक्ता	. जिला बुलन्दशहर (उ० प्र०)	—

1	2	3	4	5	6
58	श्री बाल कृष्ण.	अधिवक्ता हनुमानगढ़, जिला-गंगानगर (राजस्थान)	अधिवक्ता	जिला गंगानगर मुख्य- कार्यालय हनुमानगढ़ (राजस्थान में)	—
59	श्री एस० आर० मेहता	अधिवक्ता बलौत्रा, (राजस्थान)	अधिवक्ता	बाड़मेर व जालोर मुख्य कार्यालय बलौत्रा, (राजस्थान)	—
60	श्री डी० डी० कक्कर	अधिवक्ता 36/9' पूर्वी पटेल नगर	अधिवक्ता	राज्य संघ क्षेत्र, दिल्ली	—
61	श्री जी० सी० वर्मा	अधिवक्ता तथा ओथ कमिश्नर ई/12, ग्रीनपार्क, नई दिल्ली	अधिवक्ता व ओथ कमिश्नर	राज्य संघ क्षेत्र दिल्ली	—
62	श्री डी० डी० कोहली	अधिवक्ता 10, हसन बिल्डिंग निकोलसज सड़क, कश्मीरी गेट, दिल्ली ।	अधिवक्ता	राज्य संघक्षेत्र दिल्ली	—
63	श्री पी० एल० गांधी	अधिवक्ता गांधी बाग के सामने, सूरत	अधिवक्ता	सूरत जिला	—

[सं० 24/3/70-न्यायिक(3)]

ब्रह्मानंद शुक्ल, उप-सचिव ।

NOTICE

New Delhi, the 1st February 1971

S.O. 689.—Notice is hereby given by the Competent Authority in pursuance of rule 6 of the Notaries Rules, 1950, that application has been made to the said Authority, under rule 4 of the said Rules, by Shri A. R. Malkani, Advocate Gandhidham-Kutch for appointment as a Notary to practise in the Adipur-Gandhidham Kandla in the Anjar Taluka in the District of Kutch.

2. Any objection to the appointment of the said person as a Notary may be submitted in writing to the undersigned within fourteen days of the publication of this notice.

[No. 22/67/70-Judl.B.]

B. SHUKLA, Competent Authority.

नोटिस

नई दिल्ली, 1 फरवरी, 1971

एस०ओ० 689.—इसके द्वारा द्वारा, लेख्य प्रमाणक नियम (नोटेरिज रूलस), 1956 के नियम 6 के अनुसार, सक्षम प्राधिकारी द्वारा सूचना दी जाती है कि उक्त प्राधिकारी को श्री ए० आर० मलकानी, एडवोकेट गांधीधाम, कच्छ, ने उक्त नियमों के नियम 4 के अधीन, कच्छ जिले के अंजार तालुका के आदीपुर, गांधीधाम कांडला में लेख्य प्रमाणक (नोटरी) का काम करने की नियुक्ति के लिये आवेदन पत्र भेजा है।

उक्त व्यक्ति की लेख्य प्रमाणक के रूप में नियुक्ति के बारे में यदि कोई आपत्तियां हों तो वे इस नोटिस के प्रकाशित होने के चौदह दिन के अन्दर नीचे हस्ताक्षर करने वाले को लिख कर भेज दिये जायें।

[संख्या 22/67/70—न्यायिक (बी)]

ब्रह्मानन्द शुक्ल, सक्षम अधिकारी।

MINISTRY OF FINANCE

(Department of Expenditure)

New Delhi, the 30th January 1971

S.O. 690.—In exercise of the powers conferred by the proviso to article 309, and clause (5) of article 148, of the Constitution and after consultation with the Comptroller and Auditor-General of India in relation to persons serving in the Indian Audit and Accounts Department, the President hereby makes the following rules further to amend the Fundamental Rules, namely:—

1. (1) These rules may be called the Fundamental (Third Amendment), Rules, 1971.

(2) They shall come into force on the date of their publication in the Official Gazette.

2. In the Fundamental Rules, in the proviso to sub-clause (a) of clause (ii) of sub-rule (1) of rule 53, for the words "twelve months", wherever they occur, the words "six months" shall be substituted.

[No. F.1(1)-E.IV(A)/70-I.]

V. K. PANDIT, Under Secy.

(Department of Banking)

New Delhi, the 28th January 1971

S. O. 691.—Statement of the Affairs of the Reserve Bank of India, as on the 22th January, 1971

BANKING DEPARTMENT

LIABILITIES		Rs.	ASSETS		Rs.
Capital Paid Up	. . . . .	5,00,00,000	Notes	. . . . .	11,92,61,000
			Rupee Coin	. . . . .	3,79,000
Reserve Fund	. . . . .	150,00,00,000	Small Coin	. . . . .	3,97,000
National Agricultural Credit (Long Term Operations) Fund	. . . . .	172,00,00,000	Bills Purchased and Discounted :—		
			(a) Internal	. . . . .	35,16,000
			(b) External	. . . . .	..
			(c) Government Treasury Bills	. . . . .	13 02 67,000
National Agricultural Credit (Stabilisation) Fund	. . . . .	37,00,00,000	Balances Held Abroad*	. . . . .	109,26,55,000
National Industrial Credit (Long Term Operations) Fund	. . . . .	95,00,00,000	Investments**	. . . . .	97,81,17,000
			Loans and Advances to :—		
			(i) Central Government	. . . . .	..
			(ii) State Governments @	. . . . .	195,72,16,000
Deposits :—			Loans and Advances to :—		
			(i) Scheduled Commercial Banks†	. . . . .	355,65,44,000
(a) Government :—			(ii) State Co-operative Banks††	. . . . .	292,35,27,000
(i) Central Government	. . . . .	379,94,46,000	(iii) Others	. . . . .	2,07,85,000

Loans, Advances and Investments from National Agricultural Credit (Long Term Operations) Fund—					
(i) State Governments	5,34,05,000		(a) Loans and Advances to :—		
			(i) State Governments	34,02,59,000	
			(ii) State Co-operative Banks	21,31,77,000	
			(iii) Central Land Mortgage Banks . . . . .	..
(b) Banks —			(b) Investment in Central Land Mortgage Bank Debentures	9,59,42,000	
(i) Scheduled Commercial Banks	201,47,52,000		Loans and Advances from National Agricultural Credit (Stabilisation) Fund—		
(ii) Scheduled State Co-operative Banks	9,70,97,000		Loans and Advances to State Co-operative Banks	5,08,09,000	
(iii) Non-Scheduled State Co-operative Banks	75,02,000				
(iv) Other Banks	25,44,000		Loans, Advances and Investments from National Industrial Credit (Long Term Operations) Fund —		
(c) Others	84,64,36,000		(a) Loans and Advances to the Development Bank	28,03,71,000	
Bills Payable	56,63,91,000		(b) Investment in bonds/debentures issued by the Development Bank		
Other Liabilities	116,64,82,000		Other Assets	38,08,33,000 ^c	
Rupees	1214,40,55,000		Rupees	1214,40,55,000	

*Includes Cash, Fixed Deposits and Short-term Securities.

**Excluding Investments from the National Agricultural Credit (Long Term Operations) Fund and the National Industrial Credit (Long Term Operations) Fund.

@ Excluding Loans and Advances from the National Agricultural Credit (Long Term Operations) Fund, but including temporary over-drafts to State Governments.

†Includes Rs. 179,31,00,000 advanced to scheduled commercial banks against usance bills under Section 17(4)(c) of the Reserve Bank of India Act.

††Excluding Loans and Advances from the National Agricultural Credit (Long Term Operations) Fund and the National Agricultural Credit (Stabilisation) Fund.

Dated the 27th day of January, 1971.

Account pursuant to the Reserve Bank of India Act, 1934, for the week ended the 22nd day of January, 1971.

ISSUE DEPARTMENT

LIABILITIES	Rs.	Rs.	ASSETS	Rs.	Rs.
Notes held in the Banking Department	11,92,61,000		Gold Coin and Bullion :—		
			(a) Held in India	182,53,11,000	
Notes in circulation	4114,95,33,000		(b) Held outside India	..	
Total Notes issued		4126,87,94,000	Foreign Securities	261,42,00,000	
			TOTAL		443,95,11,000
			Rupee Coin		56,23,35,000
			Government of India Rupee Securities		3626,69,48,000
			Internal Bills of Exchange and other commercial paper		..
TOTAL LIABILITIES		4126,87,94,000	TOTAL ASSETS		4126,87,94,000

Dated the 27th day of January, 1971.

(Sd.) S. JAGANNATHAN,
Governor.

[No. F. 3 (3)-BC/71.]

K YESURATNAM, Under Secy.

वित्त मंत्रालय
(बैंकिंग विभाग)

नई दिल्ली, 28 जनवरी, 1971

एस० ओ० 691.—22 जनवरी, 1971 को रिजर्व बैंक ऑफ इंडिया के बैंकिंग विभाग के कार्यकलाप का विवरण ।

देयताएं	रुपये	भास्तियां	रुपये
चुक्ता पूंजी	5,00,00,000	नोट	11,92,61,000
प्रारक्षित निधि	150,00,00,000	रुपये का सिक्का	3,79,000
		छोटा सिक्का	3,97,000
राष्ट्रीय कृषि ऋण (बीर्बकालीन क्रियाएं) निधि	172,00,00,000	खरीदे और भुनाये गये बिल:—	
राष्ट्रीय कृषि ऋण (स्विकारण) निधि	37,00,00,000	(क) देशी	35,16,000
		(ख) विदेशी . . . . .	..
राष्ट्रीय औद्योगिक ऋण (बीर्बकालीन क्रियाएं) निधि	95,00,00,000	(ग) सरकारी खजाना बिल	13,02,67,000
		विदेशों में रखा हुआ बकाया*	109,26,55,000
जमा-राशियां :—		निवेश**	97,81,17,000
(क) सरकारी		ऋण और अग्रिम :—	
(i) केन्द्रीय सरकार	279,94,46,000	(i) केन्द्रीय सरकार को . . . . .	..
(ii) राज्य सरकारें	5,34,05,000	(ii) राज्य सरकारों को@	195,72,16,000
(ख) बैंक		ऋण और अग्रिम :—	
(i) अनुसूचित वाणिज्य बैंक	201,47,52,000	(i) अनुसूचित वाणिज्य बैंकों को†	355,65,44,000
(ii) अनुसूचित राज्य सहकारी बैंक	9,70,97,000	(ii) राज्य सहकारी बैंकों को††	292,35,27,000
		(iii) दूसरों को	2,07,85,000
		राष्ट्रीय कृषि ऋण (बीर्बकालीन क्रियाएं) निधि से ऋण, अग्रिम और निवेश	

देयताएं	रुपये	आस्तियां	रुपये
(iii) गैर-अनुसूचित राज्य सहकारी बैंक	75,02,000	(क) ऋण और अग्रिम :- (i) राज्य सरकारों को	34,02,59,000
(iv) अन्य बैंक	25,44,000	(ii) राज्य सहकारी बैंकों को	21,31,77,000
(क) अन्य	84,64,36,000	(iii) केन्द्रीय भूमिबन्धक बैंकों को . . . . .	..
देय बिल	56,63,91,000	(ख) केन्द्रीय भूमिबन्धक बैंकों के डिबेंचरों में निवेश राष्ट्रीय कृषि ऋण (स्थिरीकरण) निधि से ऋण और अग्रिम	9,59,42,000
अन्य देयताएं	116,64,82,000	राज्य सहकारी बैंकों को ऋण और अग्रिम राष्ट्रीय औद्योगिक ऋण (दीर्घकालीन क्रियाएं) निधि से ऋण, अग्रिम और निवेश	5,08,09,000
रुपये	1214,40,55,000	(क) विकास बैंक को ऋण और अग्रिम	28,03,71,000
		(ख) विकास बैंक द्वारा जारी किए गए बांडों/डिबेंचरों में निवेश अन्य आस्तियां	38,08,33,000
		रुपये	1214,40,55,000

*नकदी, आवधिक जमा और अल्पकालीन प्रतिभूतियां शामिल हैं ।

**राष्ट्रीय कृषि ऋण (दीर्घकालीन क्रियाएं) निधि और राष्ट्रीय औद्योगिक ऋण (दीर्घकालीन क्रियाएं) निधि में से किए गए निवेश शामिल नहीं हैं ।

@राष्ट्रीय कृषि ऋण (दीर्घकालीन क्रियाएं) निधि से प्रदत्त ऋण और अग्रिम शामिल नहीं हैं, परन्तु राज्य सरकारों के अस्थायी ओवरड्राफ्ट शामिल हैं ।

†रिजर्व बैंक आफ इण्डिया अधिनियम की धारा 17(4) (ग) के अधीन अनुसूचित वाणिज्य बैंकों को मियादी बिलों पर अग्रिम दिये गये 179,31,00,000 रुपये शामिल हैं ।

††राष्ट्रीय कृषि ऋण (दीर्घकालीन क्रियाएं) निधि और राष्ट्रीय कृषि ऋण (स्थिरीकरण) निधि से प्रदत्त ऋण और अग्रिम शामिल नहीं हैं ।

तारीख : 27 जनवरी, 1970 ।

रिज़र्व बैंक ऑफ इंडिया अधिनियम, 1934 के अनुसूचन में जनवरी, 1971 की 22 तारीख को समाप्त हुए सप्ताह के लिये लेखा
इशू विभाग

देयताएं	रुपये	रुपये	प्रास्तियां	रुपये	रुपये
बैंकिंग विभाग में रखे हुए			सोने का सिक्का और बुलियन:—		
नोट	11,92,61,000		(क) भारत में रखा हुआ	182,53,11,000	
संचालन में नोट	4114,95,33,000		(ख) भारत के बाहर रखा		
			हुआ		
			विदेशी प्रतिभूतियां	261,42,00,000	
जारी किए गए कुल नोट		4126,87,94,000			
			जोड़		443,95,11,000
			रुपये का सिक्का		56,23,35,000
			भारत सरकार की रुपया		
			प्रतिभूतियां		3626,69,48,000
			देशी विनिमय बिल और		
			दूसरे वाणिज्य-पत्र		
कुल देयताएं		4126,87,94,000	कुल प्रास्तियां		4126,87,94,000

तारीख: 27 जनवरी, 1971

(ह०) एस० जगन्नीथन,
गवर्नर ।

[स० एक० 3 (3)-वी० सी०/71]

के० येसूरत्तम, असूचिव ।

(Department of Revenue and Insurance)

INCOME-TAX

New Delhi, the 31st December 1970

S.O. 692.—In exercise of the powers conferred by sub-section (2)(b) of Section 80G of the Income-tax Act, 1961 (43 of 1961), the Central Government hereby notifies Sree Krishna Temple, Guruvayur to be a place of public worship of renown for the purpose of the said section.

[No. 204F. No. 176/59/70-IT(A).I

B. MADHAVAN, Under Secy.

(राजस्व और बीमा विभाग)

प्रायकर

नई दिल्ली, 31 दिसंबर, 1970

का० प्रा० 692.—प्रायकर अधिनियम, 1961 (1961 का 43) की धारा 80 छ की उपधारा (2) (ख) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार एतद्वारा श्री कृष्ण मंदिर, गुरुवायूर को उक्त धारा के प्रयोजनों के लिए विख्यात लोक पूजा का स्थान अधिसूचित करती है।

[सं० 204/का० सं० 176/59/70—आई टी (ए)I]

बी० माधवन्, अध्वर सचिव ।

(Department of Revenue and Insurance)

INCOME-TAX

New Delhi, the 1st January 1971

S.O. 693.—In exercise of the powers conferred by sub-clause (iii) of clause (44) of Section 2 of the Income-tax Act, 1961, (43 of 1961) the Central Government hereby authorises Shri Gaj Raj Singh, who is a Gazetted Officer of the State of Haryana to exercise the powers of a Tax Recovery Officer under the said Act.

2. This Notification supersedes Notification No. 159, dated 14th September, 1970 (F.No.404/143/70-ITCC) and shall come into force with immediate effect.

[No. 1 F. No. 404/143/70 ITCC.I]

R. D. SAXENA, Dy. Secy.

(राजस्व और बीमा विभाग)

प्रायकर

नई दिल्ली, 1 जनवरी, 1971

का० प्रा० 693.—प्रायकर अधिनियम, 1961 (1961 का 43) की धारा 2 के खण्ड (44) के उपखण्ड (iii) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार एतद्वारा श्री गजराज सिंह को, जो हरियाणा राज्य के राजपत्रित अधिकारी हैं, उक्त अधिनियम के अधीन कर वसूली अधिकारी की शक्तियों का प्रयोग करने के लिए प्राधिकृत करती है।

2. अधिसूचना सं० 159, तारीख 14 सितंबर 1970 (का० सं० 404/143/70—आई टी सीसी) को यह अधिसूचना अधिकांत करती है और तुरन्त प्रवृत्त होगी।

[सं० 1/का० सं० 404/143/70—आई टी सी सी]I]

प्रार० डी० सक्सेना, उप सचिव ।

(Department of Revenue and Insurance)

ESTATE DUTY

New Delhi, the 29th January 1971

S.O. 694.—Whereas the Legislature of the State of Uttar Pradesh has passed the resolution under clause (i) of article 252 of the Constitution, adopting the amendments made to, or in relation to, the Estate Duty Act, 1953 (34 of 1953), by—

- (i) the Central Boards of Revenue Act, 1963 (54 of 1963),
- (ii) the Finance Act, 1964 (5 of 1964),
- (iii) the Taxation Laws (Continuation and Validation of Recovery Proceedings) Act, 1964 (11 of 1964),
- (iv) the Direct Taxes (Amendment) Act, 1964 (31 of 1964),
- (v) the Finance Act, 1965 (10 of 1965),
- (vi) the Finance (No. 2) Act, 1965 (15 of 1965),
- (vii) the Taxation Laws (Amendment and Miscellaneous Provisions) Act, 1965 (41 of 1965), and
- (viii) the Finance Act, 1966 (13 of 1966),

in so far as they relate to estate duty in respect of agricultural lands situate in the territories comprised in the said State;

Now, therefore, in pursuance of the provisions contained in clause (b) of sub-section (2A) of Section 5A of the Estate Duty Act, 1953 (34 of 1953), the Central Government hereby specifies the State of Uttar Pradesh to which the above mentioned amendments shall apply, and shall be deemed to have applied, on and from the dates on which the amendments made by each of the Acts aforesaid respectively took effect, to estate duty in respect of agricultural lands situate in its territories.

[No. 25/F. No. 1/9/64-E.D.]

BALBIR SINGH, Dy. Secy.

(राजस्व और बीमा विभाग)

सम्पदा शुल्क

नई दिल्ली, 29 जनवरी, 1971

का० आ० 694.—यतः उत्तर प्रदेश राज्य के विधान मण्डल ने:—

- (1) केन्द्रीय राजस्व बोर्ड अधिनियम, 1963 (1963 का 54)
- (2) वित्त अधिनियम, 1964 (1964 का 5)
- (3) कराधान विधियां (वसूली की कार्यवाहियों का चालू रखा जाना और विधिमान्यकरण) अधिनियम, 1964 (1964 का 11),
- (4) प्रत्यक्षकर (संशोधन) अधिनियम, 1964 (1964 का 31),
- (5) वित्त अधिनियम, 1965, (1965 का 10),
- (6) वित्त (सं० 2) अधिनियम, 1965 (1965 का 15),
- (7) कराधान विधियां (संशोधन और प्रकीर्ण उपबन्ध) अधिनियम, 1965 (1965 का 41), और
- (8) वित्त अधिनियम, 1966 (1966 का 13),

द्वारा जहां तक उनका संबंध उक्त राज्य में समाविष्ट राज्य क्षेत्रों में स्थित कृषि भूमियों की बाबत सम्पदा शुल्क से है। सम्पदा शुल्क अधिनियम, 1953 (1953 का 34) में, या के संबंध में संशोधनों को अंगीकार करने वाला संकल्प संविधान के अनुच्छेद 252 के खण्ड (1) के अधीन, पारित किया है ;

अतः अब, सम्पदा शुल्क अधिनियम, 1953 का धारा 5 क की उपधारा (2 क) के खण्ड (ख) में अन्तर्लिखित उपबन्धों का अनुसरण करते हुए केन्द्रीय सरकार एतद्वारा उत्तर प्रदेश राज्य को, निर्विष्ट करती है जिसको उसके राज्य क्षेत्र में स्थित कृषि भूमियों की बाबत सम्पदा शुल्क को उन तारीखों की ओर से जिनको पूर्वोक्त नियमों में से क्रमशः प्रत्येक द्वारा किए गए संशोधन प्रभावी हुए, ऊपर वर्णित संशोधन लागू होंगे और लागू हुए समझे जाएंगे।

[सं० 25/फा० सं० 1/9/64-ई० डी०]

बलबीर सिंह, उपसचिव।

CENTRAL BOARD OF DIRECT TAXES

ESTATE DUTY

New Delhi, the 27th January 1971

S.O. 695.—In exercise of the powers conferred by the second proviso to sub-section (2) of Section 4 of the Estate Duty Act, 1953 (34 of 1953), the Central Board of Direct Taxes hereby modifies the notification No. 10/F. No. 21/35/64-E.D., dated the 11th May, 1964 published as S.O. 1712 in the Gazette of India dated 23rd May, 1964 and Notification No. 4/F.No. 301/37/70-E.D., dated the 31st March, 1970, published as S.O. 1319 in the Gazette of India dated the 11th April, 1970 to the effect that every Incometax Officer appointed to be an Assistant Controller and posted to the Estate Duty cum Income-tax Circle, Jabalpur shall and every Incometax Officer appointed to be an Assistant Controller and posted to the Estate Duty cum Incometax Circle, Indore shall not perform his functions as Assistant Controller in the said circle to the exclusion of all other Assistant Controllers in respect of the estates of all deceased persons who immediately before their death were being or would have been assessed to Incometax, had they derived any taxable income in any Incometax Circle, the Headquarters of which lies within the revenue districts of Sagar and Damoh.

2. This notification shall take effect from 1st October, 1970.

[No. 26/F.No. 301/37/70-E.D.]

BALBIR SINGH, Secy.

केन्द्रीय प्रत्यक्ष कर बोर्ड

सम्पदा शुल्क

नई दिल्ली, 27 जनवरी, 1971

एस० ओ० 695.—सम्पदा शुल्क अधिनियम, 1953 (1953 की 34) का धारा 4 की उपधारा (2) के द्वितीय परन्तुक द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय प्रत्यक्ष कर बोर्ड एतद्वारा भारत के राजपत्र तारीख 23 मई 1964 में का० आ० 1712 के रूप में प्रकाशित अधिसूचना सं० 10/फा० सं० 21/35/64 ईडी तारीख 11 मई 1964 तथा भारत के राजपत्र तारीख 11 अप्रैल, 1970 में का० आ० 1319 के रूप में प्रकाशित अधिसूचना सं० 4/फा० सं० 301/37/70 ई डी तारीख 31 मार्च 1970 में इस प्रभाव का उपान्तरण करती है कि उन सभी मृत व्यक्तियों की बाबत, जिन पर अपनी मृत्यु से ठीक पूर्व आयकर निर्धारित किया जा रहा था या जिन पर आयकर निर्धारित किया जाता यदि उनको किसी आयकर सर्किल में, जिसका मुख्यालय सागर और दमोह के राजस्व जिलों के भीतर स्थित हो, कराघेय आय व्यत्यस हुई होती, सहायक नियंत्रक के रूप में नियुक्त और सम्पदा शुल्क एवं आयकर सर्किल, जबलपुर में तैनात प्रत्येक आयकर अधिकारी उस सर्किल में सहायक नियंत्रक के रूप में अपने कृत्य सभी अन्य सहायक नियंत्रकों के अपवर्जन में करेगा और सहायक नियंत्रक के रूप में

नियुक्त और सम्पदा शुल्क एवं आयकर सफल, इन्दौर में तैनात प्रत्येक आयकर अधिकारी उस सफल में सहायक नियंत्रक के रूप में अपने कृत्य सभी अन्य सहायक नियंत्रकों के अपवर्जन में नहीं करेगा।

यह अधिसूचना 1 अक्टूबर 1970 से प्रभावी होगी।

[सं० 26/का० सं० 301/37/70-ई० डी०]

बलवीर सिंह, सचिव।

MINISTRY OF PETROLEUM AND CHEMICALS AND MINES AND METALS

(Department of Mines and Metals)

New Delhi, the 21st January 1971

S.O. 696.—Whereas in pursuance of the notification of the Government of India in the late Ministry of Steel, Mines and Fuel (Department of Mines and Fuel) No. S.O. 1131 dated the 15th May, 1959, under section 9 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957), the Central Government has acquired the lands measuring 45.30 acres (18.35 hectares) in village Kurkuta, Thana Mandu, District Hazaribagh;

And whereas the Forest Department of the Government of Bihar through the Chief Conservator of Forests, Bihar, Ranchi, have under section 13 of the said Act, preferred their claim for compensation for acquisition of the forest lands measuring 40.94 acres (16.58 hectares) and crops compensation there of which form part of the lands so acquired to the competent authority;

And whereas there is a dispute as to the adequacy of the amount of compensation;

Now, therefore, in exercise of the powers conferred by sub-section (2) of section 14 of the said Act, the Central Government hereby constitutes a Tribunal consisting of Shri Rabaneshwar Prasad Sinha, Additional Judicial Commissioner, Ranchi, for the purpose of determining the amount of compensation payable to the said claimant.

[No. F.C3-13(13)/70.]

पेट्रोलियम और रसायन तथा खान और धातु मंत्रालय

(खान और धातु विभाग)

नई दिल्ली, 21 जनवरी 1971

का० आ० 696.—अतः कोयला वाले क्षेत्र (अर्जन और विकास) अधिनियम, 1957 (1957 का 20) की धारा 9 के अधीन भारत सरकार के भूतपूर्व इस्पात, खान और ईंधन मंत्रालय (खान और ईंधन विभाग) की अधिसूचना सं० का० आ० 1131, तारीख 15 मई, 1959 के अनुसरण में, केन्द्रीय सरकार ने जिला हजारीबाग, थाना मन्डू के कुरकुता ग्राम में 45.30 एकड़ (18.35 हेक्टेयर) माप की भूमि को अर्जित किया है ;

और यतः बिहार सरकार के वन विभाग के वनों के मुख्य संरक्षक बिहार, रांची के माध्यम से उक्त अधिनियम की धारा 13 के अधीन 40.90 एकड़ (16.58 हेक्टेयर) माप की वन-भूमि और उस पर फसल प्रतिकर के, जो इस प्रकार अर्जित भूमि का भाग है, अर्जन के लिए प्रतिकारार्थ अपना दावा सक्षम प्राधिकारी को किया है ;

और यतः प्रतिकर की राशि की पर्याप्तता के बारे में विवाद है ;

अतः अब, उक्त अधिनियम की धारा 14 की उपधारा (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार उक्त दावेदार को संदेय प्रतिकर की राशि को अवधारित करने के प्रयोजन

के लिए एतद्वारा एक अधिकरण को गठित करती र जिसमें श्री रबनेश्वर प्रसाद सिन्हा, अपर न्यायिक आयुक्त, रांची होंगे ।

[सं० फा० को० 3-13(13)/70]

S.O. 697.—Whereas in pursuance of the notification of the Government of India in the late Ministry of Steel, Mines and Fuel (Department of Mines and Fuel No. S.O. 529 dated the 29th February, 1960, under section 9 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957), the Central Government has acquired the lands measuring 599.02 acres (242.60 hectares) in villages Religara and Dari Thana Mandu, District Hazaribagh;

And whereas the Forest Department of the Government of Bihar through the Chief Conservator of Forests, Bihar, Ranchi, have under section 13 of the said Act, preferred their claim for compensation for acquisition of the forest lands measuring 416.61 acres (163.73 hectares) and crop compensation thereof which form part of the lands so acquired to the competent authority;

And whereas there is a dispute as to the adequacy of the amount of compensation;

Now, therefore, in exercise of the powers conferred by sub-section (2) of section 14 of the said Act, the Central Government hereby constitutes a Tribunal consisting of Shri Rabaneshwar Prasad Sinha, Additional Judicial Commissioner, Ranchi, for the purpose of determining the amount of compensation payable to the said claimant.

[No. F.C3-13(13)/70.]

K. SUBRAHMANYAN, Under Secy.

का० आ० 697.—यतः कोयला वाले क्षेत्र (अर्जन और विकास) अधिनियम, 1957 (1957 का 20) की धारा 9 के अधीन, भारत सरकार के भूतपूर्व इस्पात, खान और ईंधन मंत्रालय (खान और ईंधन विभाग) की अधिसूचना सं० का० आ० 529, तारीख 29 फरवरी, 1960, के अनुसरण में केन्द्रीय सरकार ने जिला हजारीबाग, थाना मण्डु के रेलीगरा और धारी ग्रामों में 599.02 एकड़ (242.60 हेक्टेयर) माप की भूमि को अर्जित किया है ;

और यतः बिहार सरकार के वन विभाग के वनों के मुख्य संरक्षक, बिहार, रांची के माध्यम से उक्त अधिनियम की धारा 13 के अधीन 416.61 एकड़ (168.73 हेक्टेयर) माप की वन-भूमि और उस पर फसल प्रतिकर के, जो इस प्रकार अर्जित भूमि का भाग है, अर्जन के लिए प्रतिकारार्थ अपना दावा सक्षम प्राधिकारी को किया है ;

और यतः प्रतिकर की राशि की पर्याप्तता के बारे में विवाद है ;

अतः अब, उक्त अधिनियम की धारा 14 की उपधारा (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार उक्त दावेदार को संदेय प्रतिकर की राशि को अवधारित करने के प्रयोजन के लिए एतद्वारा एक अधिकरण को गठित करती है जिसमें श्री रबनेश्वर प्रसाद सिन्हा, अपर न्यायिक आयुक्त, रांची होंगे ।

[सं० फा० को० 3-13(13)/70]

के० सुब्रह्मण्यन, अव्वर सचिव ।

MINISTRY OF HEALTH, FAMILY PLANNING AND WORKS, HOUSING AND URBAN DEVELOPMENT

(Department of Health)

New Delhi, the 5th January 1971

S.O. 698.—Whereas in pursuance of the provisions of clause (O) of Sub-section (i) of section 3 of the Indian Nursing Council Act, 1947 (48 of 1947), the

Council of States has, at its sitting held on the 23rd November, 1970, elected Shrimati Purabi Mukhopadhyay, Member of Rajya Sabha, to be a member of the Indian Nursing Council, vice Shrimati Chaturvedi resigned from membership with effect from the 26th August, 1970.

Now, therefore, in pursuance of the provisions of sub-section (1) of section 3 of the said Act, the Central Government hereby makes the following further amendment in the notification of the Government of India in the Ministry of Health No. F. 27/57/57-MII(B), dated the 1st December, 1958, namely:—

In the said notification, under the heading "Elected under clause (o) of sub-section (1) of section 3", for item 3 and the entries relating thereto, the following item and entries shall be substituted, namely:—

"3. Shrimati Purabi Mukhopadhyay, Member of Rajya Sabha, 9, Western Court, New Delhi-1."

[No. F. 24-23/70-MPT.]

P. C. ARORA, Under Secy.

स्वास्थ्य, परिवार नियोजन, निर्माण, आवास एवं नगर विकास मंत्रालय :

(स्वास्थ्य विभाग)

नई दिल्ली, 5 जनवरी 1971

एस० ओ० 698.— यतः भारतीय नर्सिंग परिषद् अधिनियम, 1947 (1947 का 48) की धारा 3 की उपधारा (1) के खण्ड (ओ) के उपबन्धों का पालन करते हुए राज्य परिषद् न 23 नवम्बर, 1970 में हुई अपनी बैठक में श्रीमती विद्यावती चतुर्वेदी के स्थान पर, जिन्होंने 26 अगस्त, 1970 से सदस्यता से त्यागपत्र दे दिया है, राज्य सभा की सदस्या निर्वाचित कर लिया है।

अब, अतः उक्त अधिनियम की धारा 3 की उपधारा (1) के उपबन्धों का पालन करते हुए केन्द्रीय सरकार एतद्वारा भारत सरकार स्वास्थ्य मंत्रालय के 1 दिसम्बर, 1958 की अधिसूचना सं० एफ० 27/57/57-जि 2 (बी) में निम्नलिखित संशोधन और करती है, नामतः—

उक्त अधिसूचना की धारा 3 की उपधारा (1) के खण्ड (ओ) के अधीन निर्वाचित शीर्षक के अन्तर्गत "मद संख्या 3 और उससे संबंधित प्रविष्टियों के स्थान पर निम्नलिखित मद और प्रविष्टियां रखली जाय; नामतः.

"3. श्रीमती पूरबी मुखोपाध्याय,

सदस्या राज्य सभा,

9 वेस्टर्न कोर्ट, नई दिल्ली।

[सं० 24-23/70-एम० पी० टी०]

पी० सी० अरोरा, अव्वर सचिव।

(Department of Health)

New Delhi, the 27th January 1971

S.O. 699.—Whereas the Indian Nursing Council has, by a resolution passed at a meeting held on the 15th November, 1969, in pursuance of the provisions of Sub-section (2) and (4) of Section 10 of the Indian Nursing Council Act, 1947 (48 of 1947), declared that the qualifications specified therein shall be recognised qualifications for the purposes of the said Act;

And whereas the said resolution has been published in the Official Gazette with the notification of the Indian Nursing Council No. 11-1/70-INC, dated the 5th September, 1970 as required by sub-section (1) of section 15 of the said Act;

Now, therefore, in pursuance of the provisions of sub-section (2) of section 15 of the Indian Nursing Council Act, 1947 (48 of 1947), the Central Government hereby makes the following further amendments in the Schedule to the said Act, so as to bring it in accord with the said declaration, namely:—

In the Schedule to the said Act in Part II,
after entry 22, the following entry shall be inserted, namely:—

<i>Name of the authority issuing the qualification.</i>	<i>Qualification.</i>
"23. The Director of Health Services, Gujarat.	Sister Tutors Diploma (granted between the dates 1st June, 1965 and 30th April, 1968)"

[No. F. 24-22/70-MPT.]

M. C. MISRA, Dy. Secy.

(स्वास्थ्य विभाग)

नई दिल्ली, 27 जनवरी, 1971

एस० ओ० 699.—यतः भारतीय परिचर्या परिषद् ने भारतीय परिचर्या परिषद् अधिनियम, 1947 (1947 का 48) की धारा 10 की उपधारा (2) और (4) के अनुबन्धों का पालन करते हुए 15 नवम्बर, 1969 को हुई बैठक में एक संकल्प पारित कर यह घोषित किया है कि उसमें निदिष्ट अर्हताएं उक्त अधिनियम के प्रयोजनों के लिए मान्यता प्राप्त अर्हताएं होंगी।

और यतः उक्त अधिनियम की धारा 15 की उपधारा (1) द्वारा यथापेक्षित भारतीय परिचर्या परिषद् के 5 सितम्बर, 1970 की अधिसूचना संख्या 11/1/70-आई० एन० सी० के साथ उक्त संकल्प सरकारी राजपत्र में प्रकाशित कर दिया गया है।

अतः, अब भारतीय परिचर्या परिषद् अधिनियम, 1947 (1947 का 48) की धारा 15 की उपधारा (2) के उपबन्धों का पालन करते हुए केन्द्रीय सरकार एतद्वारा उक्त अधिनियम की अनुसूची को उपयुक्त घोषणा के अनुकूल करने के लिए उसमें आगे और निम्नलिखित संशोधन करती है, नामतः

उक्त अधिनियम की अनुसूची के भाग 2 में प्रविष्टि संख्या 22 के बाद निम्नलिखित प्रविष्टि रख दी जाय, नामतः—

अर्हता प्रमाणपत्र जारी करने वाले प्राधिकारी का नाम	अर्हता
"23. गुजरात स्वास्थ्य सेवाओं के निदेशक।	सिस्टर ट्यूटर्स डिप्लोमा (1 जून, 1965 और 30 अप्रैल, 1968 के बीच दिया गया)

[सं० 24-22/70-ए० पी० टी०]

एम० सी० मिश्र, उप सचिव

DEPARTMENT OF COMMUNICATIONS

(P. & T. Board)

New Delhi, the 21st January 1971

S.O. 700.—In pursuance of para (a) of Section III of Rule 434 of Indian Telegraph Rules, 1951, as introduced by S.O. No. 627, dated 8th March, 1960, the Director-General, Posts and Telegraphs, hereby specifies the 15th February 1971 as the date on which the Measured Rate System will be introduced in Bankura Telephone Exchange, West Bengal Circle.

[No. 5-2/71-PHB(3).]

D. R. BAHL,
Asstt. Director General (PHB)..

संचार विभाग

(डाक तार बोर्ड)

नई दिल्ली, 21 जनवरी 71

एस० नो० 700.—स्थायी आदेश क्रम संख्या 627, दिनांक 8 मार्च, 1960 द्वारा लागू किये गए 1951 के भारतीय तार नियमों के नियम 434 के खण्ड III के पैरा (क) के अनुसार डाक-तार महा-निदेशक ने बांकुरा टेलीफोन केन्द्र में 15-2-71 से प्रमाणित दर प्रणाली लागू करने का निश्चय किया है ।

[सं० 5-2/71-पी० एच० बी० (3)]

डी० आर० बहल,
महायक महानिदेशक (पी० एच० बी०) ।

MINISTRY OF INFORMATION AND BROADCASTING

New Delhi, the 8th January 1971

S.O. 701.—In exercise of the powers conferred by Section 5(1) of the Cinematograph Act, 1952 and sub-rule (3) of rule 9 read with sub-rule (2) of rule 9 and sub-rule (3) of rule 8 of the Cinematograph (Censorship) Rules, 1958, the Central Government hereby re-appoints the following persons after consultation with the Central Board of Film Censors, as members of the Advisory Panel of the said Board at Calcutta with effect from 1st January, 1971 to 30th June, 1971:—

1. Smt. Uma Sahanabis.
2. Shri Nirmal Goswami.
3. Shri Sailen Mookerji.
4. Prof. Kajal Sen Gupta.
5. Smt. Abu Sayeed Ayyub.
6. Smt. Shaibya Dutt.
7. Smt. Asha Purna Debi.
8. Smt. Rita Ray.
9. Smt. Surjit K. Chakrabarti.
10. Shri R. P. Gupta.

[No. F. 11/4/71-FC.]

VIRENDRA D. VYAS, Dy. Secy.

सूचना और प्रसारण मंत्रालय

नई दिल्ली, 8 जनवरी, 1971

एस० ओ० 701—चलचित्र अधिनियम, 1952 की धारा 5(1) और चलचित्र (सेंसर) नियमावली, 1958 के नियम 9 के उप-नियम (2) और नियम 8 के उप-नियम (3) के साथ पठित नियम 9 के उप-नियम (3) द्वारा प्रदत्त अधिकारों का प्रयोग करते हुए, केन्द्रीय सरकार ने केन्द्रीय फिल्म सेंसर बोर्ड से परामर्श करके एतद्द्वारा निम्नलिखित व्यक्तियों को 1 जनवरी, 1971 से 30 जून, 1971 तक उक्त बोर्ड के कलकत्ता सलाहकार पैनल का फिर से सदस्य नियुक्त किया है :—

1. श्रीमती उमा सहानबीस
2. श्री निर्मल गोस्वामी
3. श्री सैलेन मुकर्जी
4. प्रो० काजल सेन गुप्त
5. श्रीमती आबू सईद अयब
6. श्रीमती शैव्यादत्त
7. श्रीमती आशा पूर्णा देवी
6. श्रीमती रीता रे
9. श्रीमती सुरजीत के चक्रवर्ती
10. श्री आर० पी० गुप्त

[सं० फा० 11/4'71-एफ० सी०]

वीरेन्द्र देव व्यास) उप सचिव ।

MINISTRY OF RAILWAYS

(Railway Board)

New Delhi, the 30th January 1971

S.O. 702—In exercise of the powers conferred by section 3 of the Terminal Tax on Railway Passengers Act, 1956 (69 of 1956) and of all other powers hereunto enabling and in supersession of the notification of the Government of India in the Ministry of Railways (Railway Board) No. 13(X)1-70/TX-19/14 dated the 29th October, 1970, the Central Government hereby—

- (a) fixes the rates specified in column (2) of this Schedule annexed hereto as the rates at which terminal tax shall be levied in respect of every railway ticket on all passengers carried by railway from or to the notified places specified in column (1) of the said Schedule;
- (b) directs that the aforesaid terminal tax shall be leviable with effect from the 1st March, 1971.

2. This notification shall come into force on the 1st March, 1971.

THE SCHEDULE

Rates of terminal tax per single ticket

Names of notified places	Adult		Child between 3 and 12 years of age	
	For short distance passengers (41—150 miles or 66—242 Kilometres)	For long distance passengers (over 150 miles or over 242 Kilometres)	For short distance passengers (41—150 miles or 66—242 Kilometres)	For long distance passengers (over 150 miles or over 242 Kilometres)
1. Allahabad Jn.				
2. Allahabad City				
3. Daragani				
4. Naini Jn.				
5. Prayag				
6. Prayag Ghat (when opened)				
7. Phaphamau				
8. Subedarganj				
9. Bamhauri				
	Paise	Paise	Paise	Paise
Air-conditioned or 1st class	50	75	25	38
2nd class	25	37	13	19
3rd class	12	19	6	10

Explanation: The terminal tax on a return ticket shall be double the rates fixed herein.

[No. F.(X)I—70/TX-19/14]

रेल मंत्रालय

(रेलवे बोर्ड)

नयी दिल्ली, 30 जनवरी, 1971

एस० नो० 702.—रेल यात्रियों पर सीमा कर अधिनियम, 1956 (1956 का 69) की धारा 3 द्वारा प्रदत्त शक्तियों तथा अब तक प्रदत्त अन्य सभी शक्तियों का प्रयोग करते हुए और भारत सरकार के रेल मंत्रालय (रेलवे बोर्ड) की 29 अक्टूबर, 1970 की अधिसूचना सं० एफ (एस), 1-70/टी एक्स-19/14 का अतिश्रमण करते हुए एतद्वारा केन्द्रीय सरकार :—

(क) इस अधिसूचना की अनुसूची के कालम (2) में उल्लिखित दर निर्दिष्ट करती है। इसी दर के अनुसार कथित अनुसूची के कालम (1) में उल्लिखित अधिसूचित जगहों से/तक जाने वाले सभी यात्रियों के प्रत्येक रेलवे टिकट पर सीमाकर लगाया जायेगा।

(ख) यह निदेश देती है कि उपर्युक्त सीमाकर 1 मार्च, 1971 से लागू किया जायेगा।

2. यह अधिसूचना 1 मार्च, 1971 से लागू होगी।

अनुसूची

अधिसूचित जगह का नाम		प्रति इकहरे टिकट पर सीमाकर की दर			
1. इलाहाबाद जं०	वयस्क	3 और 12 वर्ष के बीच का बच्चा			
2. इलाहाबाद सिटी					
3. दारा गंज					
3. नैनी जं०	थोड़ी दूरी के	लंबी दूरी के	थोड़ी दूरी के	लंबी दूरी के	
5. प्रयाग	यात्रियों के लिए	यात्रियों के	यात्रियों के	यात्रियों के	
6. प्रयागघाट (जब खुला हो)	(41-150)	लिए 150	लिए (41-	लिए (150	
7. फाफामऊ	मील या	मील या 242	मील या 150	मील या 242	
8. सुबेदारगंज	(66-242)	किलोमीटर	66-242	किलोमीटर	
9. बमरौली	किलोमीटर)	से अधिक)	किलोमीटर)	से अधिक)	
	पैसे	पैसे	पैसे	पैसे	
वातानुकूल या	50	75	25	33	
पहला दर्जा					
द्वितीय दर्जा	25	37	13	19	
तीसरा दर्जा	12	19	6	10	

टिप्पणी :—वापसी टिकट पर सीमाकर अनुसूची में निर्धारित दर से दुगुना होगा।

[सं० एफ (एक्स) 1-70/टी० एक्स-19/14]

S.O. 703.—In pursuance of clause (c) of section 2 of the Terminal Tax on Railway Passengers Act, 1956 (69 of 1956), the Central Government hereby directs that the following further amendment shall be made in the notification of the Government of India in the Ministry of Railways (Railway Board) No. F(X)II-57/TX-19/12 1, dated the 18th July, 1961, namely:—

In the Schedule to the said notification, the following shall be omitted, namely:—

“10. Jhusi.”

This notification shall come into force on the 1st March, 1971.

[No. F(X)I-70/TX-19/14.]

C. S. PARAMESWARAN, Secy.

एत० अ० 703.—रेल यात्रियों पर सीमाकर अनियम 1956 (1956 का 69) की धारा 2 के खण्ड (ग) के अनुसार केन्द्रीय सरकार एतद्वारा निदेश देती है कि भारत सरकार के रेल मंत्रालय (रेलवे बोर्ड) की 18 जुलाई, 1961 की अधिसूचना सं० एफ० (एक्स) 11-57/टी० एक्स-19/12-1 में आगे और निम्नलिखित संशोधन किया जाये, अर्थात्:—

उक्त अधिसूचना की अनुसूची में से निम्नलिखित को निकाल दिया जायेगा:—

“10 झुसी”

यह अधिसूचना 1 मार्च, 1971 से लागू होगी।

[सं० एफ० (एक्स) 1-70/टी० एक्स-19/14]

सी० एस० परमेश्वरन, सचिव।

MINISTRY OF LABOUR, EMPLOYMENT AND REHABILITATION

(Department of Labour and Employment)

New Delhi, the 16th January 1971

S.O. 704.—The following draft of a scheme further to amend the Madras Dock Workers (Regulation of Employment) Scheme, 1956, which the Central Government proposes to make in exercise of the powers conferred by sub-section (1) of section 4 of the Dock Workers (Regulation of Employment) Act, 1948 (9 of 1948), is published as required by the said sub-section for the information of all persons likely to be affected thereby; and notice is hereby given that the said draft will be taken into consideration on or after the 26th February, 1971.

Any objections or suggestions which may be received from any person with respect to the said draft before the date so specified will be taken into consideration by the Central Government.

Draft Scheme

1. This Scheme may be called the Madras Dock Workers (Regulation of Employment) Amendment Scheme, 1971.

2. In the Madras Dock Workers (Regulation of Employment) Scheme 1956,—

(i) in item (c) of sub-clause (1) of clause 18, for the words “as far as possible on the basis of seniority, i.e., in the order of the total period for which a dock worker has worked in that category”, the following words shall be substituted, namely:—

“as far as possible on the basis of seniority as determined by the length of service rendered by a worker and in cases where the said seniority list is not available, selection shall be made on such other basis as the Board may determine;”

(ii) in sub-clause (6) of clause 45, the following shall be added at the end, namely:—

“and such person may, if he so desires, adduce evidence in respect of such action.”;

(iii) in clause 48—

(a) in sub-clause (5), the words “and the order passed on such appeal shall be final and conclusive” shall be omitted;

(b) after sub-clause (5), the following shall be inserted, namely:—

“(5A) The appellate authority may after giving an opportunity to the appellant to be heard, if he so desires, and reasons to be recorded in writing, pass such order as it thinks fit, and the order so passed shall be final and conclusive.

(5B) Every order passed under sub-clause.

(5A) shall be communicated to the appellant.”

[No. 63/9/69-Fac.II.]

U. MAHABALA RAO, Dy. Secy.

श्रम, रोजगार और पुनर्वास मंत्रालय

(श्रम और रोजगार विभाग)

नई दिल्ली 16 जनवरी 1971

का०सा० 704.—मद्रास डॉक वर्कर्स (नियोजन का विनियमन) स्कीम, 1956 में और आगे संशोधन करने के लिए एक स्कीम का निम्नलिखित प्रारूप, जिसे केन्द्रीय सरकार डॉक वर्कर्स (नियोजन का विनियमन) अधिनियम, 1948 (1948 का 9) की धारा 4 की उपधारा (1) द्वारा

प्रदत्त शक्तियों का प्रयोग करते हुए बनाने की प्रस्थापना करती है, उक्त उपधारा द्वारा यथा अपेक्षित उन सभी व्यक्तियों की सूचना के लिए प्रकाशित किया जाता है जिनका उसके द्वारा प्रभावित होना संभाव्य है, और एतद्द्वारा सूचना दी जाती है कि उक्त प्रारूप पर 26 फरवरी, 1971 को या उसके पश्चात् विचार किया जाएगा।

उक्त प्रारूप के बारे में जो आक्षेप या सुझाव किसी व्यक्ति से इस प्रकार विनिर्दिष्ट तारीख से पूर्व प्राप्त होंगे उन पर केन्द्रीय सरकार द्वारा विचार किया जाएगा।

प्रारूप स्कीम

1. यह स्कीम मद्रास डॉक कर्मकार (नियोजन का विनियमन) संशोधन स्कीम, 1970 कही जा सकेगी।

2. मद्रास डॉक कर्मकार (नियोजन का विनियमन) स्कीम, 1956 में—

(i) खण्ड 18 के उपखण्ड (1) की मद (ग) में, “जहां तक संभव हो ज्येष्ठता के आधार पर किया जाएगा, अर्थात्, उस कुल कालावधि के क्रम से किया जाएगा जिस कालावधि पर्यन्त डॉक कर्मकार उस प्रवर्ग में काम कर चुका हो” शब्दों के स्थान पर निम्नलिखित शब्द प्रतिस्थापित किए जाएंगे, अर्थात् :—

“जहां तक संभव हो कर्मकार द्वारा संपादित सेवाकाल की लम्बाई द्वारा यथाभव धारित ज्येष्ठता के आधार पर किया जाएगा और उन मामलों में जहां उक्त ज्येष्ठता सूची उपलब्ध नहीं है, चयन ऐसे अन्य आधार पर किया जाएगा जिसे बोर्ड अवधारित करे” ;

(ii) खण्ड 45 के उपखण्ड (6) में, अन्त में निम्नलिखित जोड़ा जाएगा, अर्थात् :—
“और ऐसा व्यक्ति, यदि वह ऐसा चाहे तो, ऐसी कार्यवाही के बारे में सा य दे सकेगा।”

(iii) खण्ड 48 में ————— (क) उपखण्ड (5) में, “तथा ऐसी अपील में पारित आदेश अन्तिम और निश्चायक होगा” शब्दों का लोप कर दिया जाएगा ;

(ख) उपखण्ड (5) के पश्चात् निम्नलिखित अन्तःस्थापित किया जाएगा अर्थात् :—

“(5क) अपील प्राधिकारी अपीलार्थी को, यदि वह ऐसा चाहे तो, सुनवाई का अवसर देने के पश्चात्, और कारण लेखबद्ध करके, ऐसा आदेश पारित कर सकेगा जैसा वह उचित समझे, और इस प्रकार पारित आदेश अन्तिम और निश्चायक होगा।

(5ख) उपखण्ड (5क) के अधीन पारित प्रत्येक आदेश अपीलार्थी को सूचित किया जाएगा।”

[सं० 63/9/69-फैक् 2]

यू० महाबल राव, उप-सचिव।

(Department of Labour and Employment)

New Delhi, the 1st February 1971

S. O. 705.—An account of all sums received into and paid out of the Personal Injuries (Compensation Insurance) Fund for the year 1969-70 is hereby published in the prescribed form :—

Account of sums received into and paid out of the Personal Injuries (Compensation Insurance) Fund during the year ending 31st March, 1970.

Receipts			Expenditure		
Amount	Progress of receipts upto the end of 1969-70		Amount	Progress of expenditure upto the end of 1969-70	
1	2	3	4	5	6
	Rs.	Rs.	Rs.	Rs.	Rs.
1. Advances of premium	49,046·33	70,87,336·20	1. Compensation under the Personal injuries (Compensation insurance) Scheme.	..	..
2. Advances from General Revenues under Section 12(3)	..	..	2. Remuneration and expenses of Government Agent and cost of forms.	72,734·84	5,04,134·84
3. Miscellaneous Receipts	..	..	3. Expenses of the staff employed to do the work in the States and at the Headquarters of the Central Government	6,248·35	56,390·12
			4. Expenses of the additional staff employed to cope with the audit and accounting arrangements.	..	..
			5. Repayments of advances made under Clause 12 of the Personal Injuries (Compensation Insurance) Scheme.	..	..
			6. Miscellaneous Expenditure (showing details if necessary).	..	..
	49,046·33	70,87,336·20		78,983·19	5,60,524·96

(श्रम और रोजगार विभाग)

नई दिल्ली, 1 फरवरी 1971

का० आ० 705.—शारीरिक क्षति (प्रतिकर बीमा) निधि में प्राप्त और उसमें से संदत्त सभी रकमों का 1969-70 वर्ष के लिए लेखा एतद्वारा विहित प्ररूप में प्रकाशित किया जाता है :—

शारीरिक क्षति (प्रतिकर बीमा) निधि में 31 मार्च, 1970 के समाप्त होने वाले वर्ष के दौरान प्राप्त और उसमें से संदत्त रकमों का लेखा ।

प्राप्तियां			व्यय		
	रकम	1969-70 के अन्त तक प्राप्तियों की प्रगति		रकम	1969-70 के अन्त तक व्यय की प्रगति
1	2	3	4	5	6
1. प्रीमियम का उधार	49,046.33	70,87,336.20	1. शारीरिक क्षति (प्रतिकर बीमा) स्कीम के अधीन प्रतिकर ।	—	—
2. धारा 12(3) के अधीन साधारण राजस्व से उधार	—	—	2. सरकारी अभिकर्त्ता के पारिश्रमिक और व्यय और प्ररूपों पर खर्च ।	72,734.84	5,04,134.84
3 प्रकीर्ण प्राप्तियां	—	—	3. राज्यों में और केन्द्रीय सरकार के मुख्यालय में काम करने के लिए नियोजित कर्मचारी-वृन्द का व्यय ।	6,248.35	56,390.12
			4. संपरीक्षा और लेखा व्यवस्थाओं का काम चलाने के लिए नियोजित अतिरिक्त कर्मचारी-वृन्द का व्यय ।	—	—
			5. शारीरिक क्षति (प्रतिकर बीमा) स्कीम के खण्ड 12 के अधीन दिए गए उधारों का प्रतिसंदाय ।	—	—
			6. प्रकीर्ण व्यय (आवश्यक हो तो विवरण दर्शित करते हुए) ।	—	—
	49,046.33	70,87,336.20		78,983.19	5,60,524.96

[सं० 71/23/70-पी० एण्ड डी०]

New Delhi, the 2nd February 1971

S.O. 706.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, Calcutta, in the industrial dispute between the employers in relation to the management of Bankola Colliery of Messrs Burrakur Coal Company, Post Office Ukhra, District Burdwan and their workmen which was received by the Central Government on the 21st January, 1971.

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL AT CALCUTTA

REFERENCE No. 54 OF 1970

PARTIES:

Employers in relation to the management of Bankola Colliery,

AND

Their workmen.

PRESENT:

Mr. B. N. Banerjee,—*Presiding Officer.*

APPEARANCES:

On behalf of Employers—Sri J. Sharan, Personnel Officer, Bankola Colliery.

On behalf of Workmen—Sri B. S. Azad, General Secretary, Khan Shramik Congress.

STATE: West Bengal

INDUSTRY: Coal Mines

AWARD

By Order No. 6/43/70-LRII, dated October 17, 1970, the Government of India, in the Ministry of Labour, Employment and Rehabilitation (Department of Labour and Employment), referred an industrial dispute between the employers in relation to the management of Bankola Colliery and their workmen, to this Tribunal, for adjudication, namely:

“Whether the management of Bankola Colliery of Messrs Burrakur Coal Company Limited, Post Office Ukhra, District Burdwan is justified in stopping from work Sarvashri Sk. Rafique and Rambahadur Shaw, Cleaning Mazdoors of Bankola Colliery from the 11th June, 1970 and the 17th April, 1970 respectively. If not, to what relief are these workmen entitled?”

2. The contesting parties filed their respective written statement. But, thereafter, they gave up their contest and entered into a settlement. In token of the settlement, they filed a petition of settlement containing the terms of settlement before this Tribunal. Now, that the parties have settled their disputes, I pass an award in terms of the settlement arrived at between the parties. Let the petition of settlement form part of this award.

Dated, January 15, 1971.

(Sd.) B. N. BANERJEE,
Presiding Officer.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CALCUTTA

REFERENCE No. 54 OF 1970

Management of Bankola Colliery of the Burrakur Coal Co. Ltd., P.O.
Ukhra, Distt. Burdwan

Vs.

Their workmen represented through the Khan Shramik Congress, P.O.
Ukhra, Distt. Burdwan

Most Respectfully sheweth:

1. That the parties to the dispute have settled and resolved the differences on the following terms:—

- (a) That the concerned persons S/Shri Sk. Rafique and Ram Bahadur Shaw shall be paid a sum of Rs. 140 each as full and final settlement.
- (b) The Union shall have no further claim what-so-ever in relation to the dispute.
- (c) That in case of a vacancy of cleaning mazdoor arising in the colliery the concerned persons shall be given first preference for their employment.

For workmen:

(Sd.) B. S. Azad,

Gl. Secretary,
Khan Shramik Congress,
P.O. Ukhra, Distt. Burdwan.

Witnesses:

(Sd.) P. N. ACHARYA,
Khan Shramik Congress.
(Sd.) J. SHARAN,
Personnel Officer (R)
Bankola Colliery,
P.O. Ukhra, Distt. Burdwan.

For Management:

(Sd.) S. K. SINGH,
Superintendent (Ranigunge) and
Principal Officer, Bankola
Colliery.

[No. 6/43/70-LRII.]

S.O. 707.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal (No. 2), Dhanbad, in the matter of an application under section 33A of the said Act, filed by Shri Sadhu Pasi, Machine Loader of Bararee Colliery, Post Office Jorapokhar, District Dhanbad, which was received by the Central Government on the 25th January, 1971.

**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO. 2)
AT DHANBAD**

PRESENT:

Shri Nandagiri Venkata Rao—*Presiding Officer.*

COMPLAINT No. 41 OF 1970

In the matter of a complaint under Section 33A of the Industrial Disputes Act, 1947.

(Arising out of Reference No. 43 of 1967 referred to by the Ministry of its order No. 1/6/65/LRII dated 22nd May, 1965)

PARTIES:

Sadhu Pasi, Machine Loader, E.B. No. 12150 of Bararee Colliery, P. S. Jorapokhar, Distt. Dhanbad, present address C/o Idu Mian, C.P. Miner, Maheshpur colliery, P. O. Maheshpur, Distt. Dhanbad.—*Complainant.*

Vs.

Messrs. East Indian Coal Co. Ltd., having its office at Jealgora Colliery, P. O. Jealgora, Distt. Dhanbad.—*Opp. Party.*

APPEARANCES:

On behalf of the complainant—Shri B. Lall, Advocate.

On behalf of the Opp. Party—Sri S. S. Mukherjee, Advocate.

STATE: Bihar.

INDUSTRY: Coal

Dhanbad, 21st January, 1971

AWARD

This is a complaint under Section 33A of the Industrial Disputes Act, 1947, stating that while Reference No. 43 of 1967 was pending adjudication before the Tribunal the opposite party, in contravention of the provisions of Section 33 of

the Industrial Disputes Act, 1947, dismissed the complainant a machine cut loader in Bararee colliery with effect from 10th June, 1965. The opposite party having admitted that the complainant was a machine cut loader in Bararee colliery and that he was dismissed with effect from 10th June, 1965, pleaded that the complaint could not sustain under Sec. 33A of the Industrial Disputes Act, 1947 on the grounds, (1) that it was filed before a wrong forum, (2) that the complainant was not a concerned workman within the meaning of Sections 33A and 33, (3) that there was inordinate delay in filing the complaint and (4) that the complainant was rightly dismissed by the opposite party for proved misconduct in terms of the certified Standing Orders of the colliery. The complainant was represented by Shri B. Lall, Advocate and the opposite party by Shri S. S. Mukherjee, Advocate. On admission by the opposite party, Exts. W.1 to W.6 for the complainant and on admission by the complainant, Exts. M1 to M9 for the opposite party were marked. On behalf of the complainant a witness was examined. The opposite party examined 3 witnesses and marked Exts. M10 to M12.

2. (1) The first objection of the opposite party to the maintainability of the complaint is that it is filed before a wrong forum. A few facts may be mentioned in order to understand the objection. The Central Government being of opinion that an industrial dispute existed between the employers in relation to the Bararee and Jealgora collieries of M/s. East Indian Coal Co. Ltd., (the present opposite party) and their workmen, by its order No. 1/6/65/LRII dated 22nd May, 1965 referred to the Central Government Industrial Tribunal, Dhanbad under Sec. 10(1)(d) of the Industrial Disputes Act, 1947 for adjudication the dispute in respect of dismissal of 17 workmen. The Central Govt. Industrial Tribunal, Dhanbad registered the Reference as Reference No. 85/65 on its file. While it was pending before the Central Govt. Industrial Tribunal, Dhanbad the proceeding was transferred to this Tribunal by the Central Government by the order No. 8/25/67/LRII dated 8th June, 1967 under Section 33B(1) of the Industrial Disputes Act, 1947. Consequently, the Reference was renumbered on the file of this Tribunal as Reference No. 43/67 and the award was made on 27th April, 1968 and submitted under Sec. 15 of the Industrial Disputes Act, 1947. As I have pointed out above, the order of reference was dated 22nd May, 1965, the complainant was dismissed with effect from 10th June, 1965, the order of the Central Government transferring the reference to this Tribunal was dated 8th June, 1967 and the date of the award passed by this Tribunal was 27th April, 1968. It emerges therefore, that on the date of the dismissal of the complainant the Reference was pending before the Central Government Industrial Tribunal, Dhanbad and it was transferred to this Tribunal on a subsequent date. The argument of the opposite party is that under Section 33A the complaint is required to be made "to such" tribunal, meaning thereby the tribunal before which the Reference was pending on the date on which contravention of Sec. 33 by the employers took place. On behalf of the opposite party a decision of the Calcutta High Court in *B. K. Chatterjee v. Reliance Jute Mills Co. Ltd.* (14 F.J.R.: 157) is cited in support of the argument. But it was a case in which the facts were different. The Government of West Bengal had made a reference to the 7th Industrial Tribunal in respect of retrenchment of some mechanical workers. By a subsequent order the State Government, in supersession of the previous order referred the dispute to the 2nd Industrial Tribunal. A complaint under Sec. 33A was filed before the 2nd Industrial Tribunal by some workmen alleging contravention of Sec. 33 on the part of the employers on a date on which the Reference was pending before the 7th Industrial Tribunal. On behalf of the opposite party one of the preliminary objections taken was on the ground that the 2nd Industrial Tribunal, before which the complaint under Sec. 33A had been filed, had no jurisdiction to deal with it, inasmuch as the act alleged against the opposite party had been committed at the time when the proceeding was pending before the 7th Industrial Tribunal. The judgment itself points out that the Industrial Disputes Act, as it apply to Bengal, did not contain any provision enabling the State Government to transfer a Reference from one Tribunal to another and that the power to transfer the reference was exercised by the State Government under Sec. 21 of the Indian General Clauses Act. Owing to the above position the effect of the order of transfer was to cancel the previous order of reference and to make a fresh order of reference under Section 10 of the Industrial Disputes Act and the 2nd Industrial Tribunal derived its jurisdiction under the second order of reference. In the order of transfer also actual words "in supersession" of the previous order of reference were used. Owing to the above reasons their Lordship had observed that it was not as if a pending case was transferred from one tribunal to another and the true position was that the previous order of reference came to an end with the order of transfer. But in the instant case Sec. 33B(1) clearly bestows on the Central Government the power to withdraw

any reference from one tribunal and transfer it to another. Hence, the case cited is not applicable to the present case. The Reference was transferred to this Tribunal under Sec. 33B(1). The position under Section 33B(1) is analogous to that under Section 24(2) of the Code of Civil Procedure, 1908. Sec. 33B(1) empowers the Tribunal to which the proceeding is transferred to proceed either *de novo* or from the stage at which it was so transferred. The words "proceed either *de novo* or from the stage at which it was so transferred," occurring in the section produce identical result as the words "either re-try it or proceed from the point at which it was transferred or withdrawn" found in Section 24(2) of the Code of Civil Procedure. Therefore the proceeding before the two tribunals is a continuous one and the award can be made using also the material brought on record of the tribunal from which the proceeding is transferred. When the Reference is transferred from one Tribunal to another the order of transfer confers on the transferee Tribunal all powers which rested in the original Tribunal. So, it follows that the powers to deal with an application under Sec. 33A rested in the Central Government Industrial Tribunal, Dhanbad, with the transfer of the reference to this Tribunal should also be deemed to have been transferred to this Tribunal. For this reason I feel that this Tribunal can take cognisance of the contravention of Sec. 33 taking place while the proceeding was pending before the previous tribunal also. This apart, under both the sub-sections (1) and (2) of Section 33 the employer is required to seek permission before taking action against a workman. In both the subsections the words used indicate that the application for permission should be made to the "authority before which the proceeding is pending". But these words are not to be found in Sec. 33A. There is no limitation prescribed for filing a complaint under Sec. 33A. It must be borne in mind that the complaints are to be about some omissions made in the past. It cannot be taken as intended by section 33A that they should be filed only when the Reference is pending. Thus, I find no substance in the objection.

2. (2) Under Section 33A the complaint should be as regards contravention on the part of an employer of the provisions of Section 33 and as per Section 33 the contravention should relate to 'workmen concerned'. The contention of the opposite party in the instant case is that the complainant was not a 'concerned workman' and as such the complaint lodged by him is illegal. It is true that the industrial dispute involved in Ref. No. 43/67 was in respect of dismissal of 17 workmen, miners and loaders and the complainant was not one of them. So, it is argued for the opposite party that the complainant was not a 'workman concerned' for the purposes of Sections 33 and 33A. But it should be remembered that what was involved in the Reference was not merely a dispute but it was an industrial dispute. When an individual dispute is taken up by a large number of workmen of the concern it assumes the character of industrial dispute. The order referring Reference No. 43/67 shows that the industrial dispute regarding dismissal of the 17 workmen was between the employers in relation to the Bararee and Jealgora collieries and their workmen. 'Workmen' in this context should mean all the workmen of the two collieries and the present complainant, undisputedly, was one of them. The word 'concerned' used in Sec. 33 has a wider connotation than the actual period to the Reference. The Supreme Court has pointed out in *New India Motors (P) Ltd. v. K. T. Morris* (A.I.R. 1960 SC 875) that the expression 'workman concerned in such dispute' includes in it also workmen on whose behalf dispute has been raised. MM. 1 has in his evidence that the expenditure for conducting the case on behalf of the workmen in Reference No. 43/67 was provided by the workmen and the complainant was also paying subscription to meet the expenditure. In this view I find this objection of the opposite party also as devoid of force.

2. (3) It is argued that the dismissal of the complainant was with effect from 10th June 1965 and the complaint was filed before this Tribunal on 31st March, 1970 and, as such there was inordinate delay in filing it. On behalf of the complainant an endeavour is made to show how on wrong advice the complainant was pursuing his remedy in different forums. However that might be, as I have stated earlier there is no limitation prescribed for filing a complaint under Sec. 33A. Unless *malafides* are alleged and proved the fact of filing the complaint with delay is of no consequence. Inconvenience of the employers can be no ground for refusing to entertain the complaint. The objection is over ruled.

2. (4) The opposite party has tried to justify dismissal of the complainant on proved misconduct in terms of the certified standing orders of the colliery. In order to acquire jurisdiction under Section 33A it is necessary to see if there was a contravention mentioned under Sec. 33. It is now proved that the complainant was a concerned workman in Ref. No. 43/67 and he was dismissed from

service pending the Reference without complying with the conditions mentioned in sub-section (2) of Sec. 33. There is no evidence that the applicant was dismissed from service after he had been paid wages for one month or that an application had been made for approval by the opposite party to the Tribunal before which the Reference was pending. Thus, the opposite party has contravened the provisions of Section 33. It is stated on behalf of the opposite party that the applicant was issued a charge-sheet and a domestic enquiry was held in respect of it. MW.1 was the enquiry officer. He has deposed that before starting the enquiry he did not try to enquire if the charge-sheet was served on the complainant, that no one produced before him the original charge-sheet which was sent to the complainant and that during the enquiry also no one produced before him the acknowledgement in token of the complainant having received the charge-sheet. Consequently, there was no warrant to proceed with the enquiry *ex parte*. On behalf of the opposite party evidence is led afresh to prove the misconduct alleged against the complainant. In this respect 2 witnesses are examined, MWs, 2 & 3. Both of them were examined during the domestic enquiry. It is to be seen how far the charge levelled against the complainant is proved by the evidence of these two witnesses. The charge-sheet is Ext. M10. It is dated 7th May 1965. It alleged 2 charges against the complainant, viz. (1) absence without notice or permission with effect from 1st April, 1965 and (2) forcibly preventing loyal workers from joining their duties with effect from 1st April, 1965 by intimidation, threats of violence, riotous and disorderly behaviour. It is also mentioned in the charge-sheet that the two acts mentioned above were misconducts under Rule 27 (5, 16, 19 & 20) of the standing orders. The standing orders are Ext. M9. Under sub-rule 3 of rule 27 drunkenness, fighting, riotous or disorderly or indecent behaviour, under sub-rule 16 continuous absence without permission and without satisfactory cause for more than 10 days, under sub-rule 19 any breach of the Indian Mines Act or any other Act or of any rules or by-laws thereunder, or of standing orders and under sub-rule 20 abetment of, or attempt at abetment of any of the above acts of misconduct. MW 2 was a C. P. miner in 1965. His evidence is that the complainant and his companions were obstructing the witness and others in going to their work. In the cross-examination the witness has conceded that inspite of the obstruction he went to his work, that he had not complained to any one in writing about the obstruction caused by the complainant and that he did not know if the complainant had obstructed any other workman in going to his work. The witness further stated that he and others had told the complainant that they would go to work and not stop. It follows that during the period of the strike the complainant had asked the witness and others not to go to work but they did not heed him and went to work. MW. 3 was a miners' sirdar in 1965. His evidence is that during the strike period the complainant used to stop him and others from going to work. The witness is specific that the complainant did nothing else. Neither of the witnesses has attributed any threat of violence to the complainant. They did not speak a word about his behaviour. This evidence gives rise to the inference that the complainant tried only to persuade his colleagues not to go to work. It does not amount to obstruction. There is no evidence that the complainant had absented. Even if it is assumed that having participated in the strike the complainant was absenting himself from duty from 1st April, 1965, that fact by itself is not sufficient to establish misconduct on his part. Under Rule 27(16) the absence must be without permission and without satisfactory cause. In order to bring home guilt under the charge the onus was lying on the opposite party to prove the necessary ingredients. But no witness is examined and no document is produced to prove the same. Hence, I do not consider the evidence as sufficient to bring home guilt to the complainant under either of the two charges. Consequently, the dismissal of the complainant cannot be held as justified.

3. The complaint is, therefore, allowed and it is held that the dismissal of the complainant with effect from 10th June, 1965 was not justified, that the complainant is entitled to be reinstated in his previous job as a machine cut loader in Bararee colliery and that he is entitled to his wages and other emoluments with effect from 10th June, 1965 to the date of his reinstatement as though he was never dismissed from service and his service was continuous from 10th June, 1965. The award is made accordingly and submitted under Section 15 of the Industrial Disputes Act, 1947.

(Sd.) VENKATA RAO,
Presiding Officer,
Central Govt. Industrial Tribunal (No. 2)
Dhanbad.

S.O. 707.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, Bombay, in the industrial dispute between the employers in relation to the management of Umaria Colliery of Messrs Rewa Coalfields Limited, Post Office Umaria, District Shahdol (Madhya Pradesh) and their workmen, which was received by the Central Government on the 22nd January, 1971.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, BOMBAY.

REFERENCE No. CGIT-67 OF 1965

PARTIES:

Employers in relation to the Umaria Colliery of M/s. Rewa Coal Fields Ltd., Umaria, District Shahdol, Madhya Pradesh.

AND

Their workmen.

PRESENT:

Shri A. T. Zambre, Presiding Officer.

APPEARANCES:

For the employers.—Shri V. M. Thakraney, Personnel Manager, with Shri B. S. Sekhon, Personnel Officer.

For the workmen.—Shri Gulab Gupta of M.P. INTUC and Executive Committee Member of Indian National Mine Workers' Federation for the Umaria Colliery Mazdoor Sangh, with Shri Abdul Wahid, President and Shri Gurudeo Singh, General Secretary of the Sangh.

Shri S. K. Namdeo and Shri Samaroo representing 36 workmen.

STATE: Madhya Pradesh.

INDUSTRY: Coal Mining.

Bombay, dated 21st December 1970

AWARD

The Government of India, Ministry of Labour and employment have by their order No. 5/13/65-LRII dated 16th November 1965 referred to this Tribunal for adjudication an industrial dispute existing between the employers in relation to the Umaria Colliery of M/s. Rewa Coalfields Ltd., Umaria, District Shahdol, Madhya Pradesh and their workmen in respect of the matters specified in the following schedule:—

SCHEDULE

- (1) Whether the retrenchment of 65 workmen as mentioned in annexure 'A' to this schedule with effect from the 7th June 1964 was justified and lawful? If not to what relief these workmen are entitled?
- (2) Whether the retrenchment of 36 workmen as mentioned in Annexure 'B' to this schedule in January 1965 was justified and lawful, If not, to what relief the workmen are entitled?

ANNEXURE 'A'

Serial No.	Name	Token No.	Profession	When retrenched
1	Sudama	848	General Mazdoor	7-6-64
2	Bhurjya	850	"	"
3	Tillaiya	383	Mason	"
4	Galbal	771	Haulage Khalasi	"
5	Darshan Singh	770	"	"
6	Smaru	778	"	"
7	Jiwan	777	"	"
8	Faqir Mohd.	772	"	"
9	Babulal	773	"	"

Sl. No.	Name	Token No.	Profession	When retrenched
10	Ranmat Singh	767	Trammer	7-6-64
11	Adhar Singh	758	"	"
12	Vijay Prasad	759	"	"
13	Sata Nand	760	"	"
14	Harpal Singh	762	"	"
15	Babu Singh	761	"	"
16	Semali	764	"	"
17	Babulal	765	"	"
18	Sekh Saddiq	732	"	"
19	Jahur Md. . . .	711	"	"
20	Jagaiya	731	"	"
21	Shiv Dayal	740	"	"
22	Din Dayal	436	Chharia Mazdoor	"
23	Krishna Prasad	307	"	"
24	Shiv Sahai	371	"	"
25	Daddi	357	"	"
26	Kariya	352	"	"
27	Domari	353	"	"
28	Prabhu	363	"	"
29	Sukhua	365	"	"
30	Bis Ram	356	"	"
31	Punna	334	"	"
32	Gulab	335	"	"
33	Ram Das	336	"	"
34	Dhanu	338	"	"
35	Hepali	340	"	"
36	Sahdevna	341	"	"
37	Babulal	344	"	"
38	Lala	345	"	"
39	Arian	346	"	"
40	Laktakiyya	347	"	"
41	Rithua	349	"	"
42	Budhua	350	"	"
43	Kisna	366	"	"
44	Mahadevna	367	"	"
45	Bisram	354	"	"
46	Budhu	361	"	"
47	Babu Ram	205	Staker	"
48	Namiya	211	A. C. Boy	"
49	Hamid Khan	170	Binding Driver	"
50	Sekh Md. . . .	304	"	"
51	Dhania	305	"	"
52	Pusu	302	Boiler Attendant	"
53	Kodu	333	"	"
54	Ghobriya	313	Boiler Foreman	"
55	Semali	312	"	"
56	Dan B. Singh	570	Bijli Mazdoor	"
57	Kesari Singh	569	"	"
58	Summa	557	Fitter Helper	"
59	Gulua	372	Lohar	"
60	Pandu	876	Pump Driver	"
61	Babu Lal	883	"	"
62	Manighar Prasad	266	Siding Mazdoor	"
63	Rirua	750	Trammer	"
64	Kunji	827	Trammer Mazdoor	"
65	Gulab Singh	319	Haulage Driver	"

ANNEXURE 'B'

Sl. No.	Name	Token No.	Designation
1	Sheo Prasad	177	P. H. Driver
2	Somali	178	"
3	Mithuwa	179	"
4	Ahmad	181	Power House Oiler

Sl. No.	Name	Token No.	Designation
5	Chhuttan	174	Boiler Attendant
6	Devi Prasad	187	"
7	Ram Prasad	179	"
8	Khajuwā	188	Fireman
9	Bhaiyalal	189	"
10	Haridcen	190	"
11	Dhanoo	191	"
12	Ganpat	193	"
13	Akali	194	"
14	Bishashwar	311	"
15	Chaitu	195	Stoker
16	Shambhu	198	"
17	Ramdaval	199	"
18	Chandu	200	"
19	Ram Prasad	201	"
20	Ram Prasad	202	"
21	Satanyan	203	"
22	Aktoo	208	B. C. Boy
23	Babuli	210	"
24	Samaroo	215	Ash Mazdoor
25	Ram Das	227	Haulage Driver
26	Durdu Ram	269	Softner Driver
27	Dassanyan	233	Water Mazdoor
28	Dhaiyalal	234	"
29	Nathoo	238	P. H. Mazdoor
30	Ram Bishal	239	"
31	Ramphal	240	"
32	Chunkai	112	Fitter
33	Mithajal	121	Saw Man
34	Chandrika Prasad	143	Welder
35	Mohan	154	Workshop Mazdoor
36	Mangalia	150	"

2. The Circumstances under which this reference has been made may be stated in brief as follows:—

The employers the Rewa Coalfields Ltd., own a number of mines in M.P. at various places such as Umaria, Burhar and Amlai. They had also an electric power house for generating electricity at Umaria and the present dispute refers to the workmen from Umaria. In the year 1963-64 the Regional Inspector of Mines had raised certain objections about the workings of the inclines and seams from Pit No. 4 of the Umaria Coalfield and they were also directed to close that pit and hence about 121 workers were rendered surplus out of whom 65 were paid retrenchment compensation and the rest were given alternative jobs. The management had decided to effect retrenchment and issuing notices to the employees under section 25F retrenched them with effect from 7th June, 1964, and informed the 65 workmen that they would be paid compensation under 25FB and also notice pay on 9th June, 1964.

3. It is alleged that in the month of March 1965 the company got electricity from the Madhya Pradesh Electricity Board and hence they decided to close the power house. There were 91 employees working under the power house and in view of the decision the management decided to retrench the employees. The Umaria Colliery Mazdoor Sangh was the only union representing the workers. The management had consultations with the Sangh and effected the retrenchment of the 91 employees. About 39 employees were employed in Umaria mines while the other 16 were transferred to Burhar and Amlai and the 36 workmen who are concerned in this reference were paid retrenchment compensation. But they did not accept the amount of the compensation. It appears that at about this time in the union sangh leaders there were two groups and some of the office bearers were alleged to have colluded with the management and hence the other leaders left them and the dissident workers elected five representatives and the representatives raised the dispute about the two retrenchments.

4. The five elected representatives of the workmen have by their statement of claim contended that the retrenchment of 65 employees with effect from 7th

June, 1964 and the retrenchment of 36 employees with effect from the 20th January, 1965 was illegal, unjustified and mala fide. The management had not issued notices as required under section 25F of the Industrial Disputes Act nor have they paid compensation and the dues and hence the retrenchments were illegal and unjustified. The same should be set aside and the workers should be reinstated.

5. The management by their written statement had denied the allegations and had opposed the reference on the contention that the dispute referred to the tribunal had been already settled with the Umaria Colliery Mazdoor Sangh which was the only representative of the workmen. The present dispute was not also sponsored by the union or a large portion of the workmen employed and this Tribunal had no jurisdiction. Regarding the merits it was alleged that the 65 workmen were retrenched on 7th June, 1964 as per No. 4 where they were employed was closed down under the orders of the Chief Inspector of Mines and they were paid retrenchment compensation notice pay and other requisites were fully complied with which was subsequently verified and ascertained by the Regional Labour Commissioner. About the 36 workmen it was alleged that their retrenchment was effected as the power house was closed. All the 36 workers were employed in the power house. The management had complied with the provisions of the Industrial Disputes Act and both the retrenchments were legal, justified and lawful.

6. The reference order shows that Government had forwarded copies of the order to the management and to the five representatives of the workmen and apparently there were only two parties. The Umaria Colliery Mazdoor Sangh was not a party. Hence the Sangh filed a writ petition in the High Court of Madhya Pradesh at Jabalpur Writ Petition No. 15/65 which was decided by a compromise and this Tribunal was directed to join the sangh as a party to the reference. Accordingly the sangh was joined as a party and notices were issued to the management and the representatives of the workmen and Sangh. The management after this notice filed a rejoinder raising various contentions. The Umaria Colliery Mazdoor Sangh had also raised a contention under an agreement dated the 15th January, 1965. It was the only union and the workers were represented by it. The Sangh however had raised an industrial dispute before the Conciliation Officer over the retrenchment of the 36 workmen regarding their retrenchment compensation and the Conciliation Officer had sent a failure report on 13th May, 1965.

7. It is alleged by the Sangh that subsequently at the instance of the Conciliation Officer there were again negotiations and ultimately the dispute was settled between the management and the Sangh on 16th July, 1965 and both the disputes relating to the retrenchment of 65 and 36 workers were settled. The terms of the settlement were also fully implemented and thus they had sided with the management.

8. Regarding the representations of the workers by the five persons it was alleged that they were not the authorized representatives of the workmen and that they had no locus standi. The dispute also was not an industrial dispute as the workmen who are said to have raised the dispute were the members of the Sangh but because the question regarding the lawful office bearers of the Sangh was pending before the Registrar Trade Unions M.P. for decision they were debarred from raising the dispute and getting it resolved. The five persons were not capable of proving that the concerned workmen were not the members of the Sangh and the Sangh is fully empowered to enter into the settlement regarding the affairs of the workmen and it should be declared that the dispute is not legally and validly sponsored and espoused and it should be dismissed.

9. Shri Choughule one of the five representatives had also filed a written statement contending that the Umaria Colliery Mazdoor Sangh was not empowered to represent the workmen concerned in the dispute and there was no such organization existing in the colliery. Regarding the merits and legality of the retrenchment he had alleged that the retrenchment was resorted to as a measure of victimization of such workers who opposed the then existing leadership of the Umaria Colliery Mazdoor Sangh for their unholy alliance with the employers. No notices for retrenchment were given and the retrenchment was illegal.

10. However after the written statements the three parties filed a memorandum of settlement by which it was agreed that the 36 workers should be paid compensation of Rs. 16,000. But 33 out of the 36 workers by an application represented to the Tribunal that the five representatives who were representing

them had gone to the side of the management. The employees were not also consulted and were not acceptable to the workmen involved in the second retrenchment. Their consent also was not taken and the settlement was illegal and invalid. It was also not signed by all representatives and it should not be accepted and the reference should be heard. Accordingly after notices this application was heard and by my order dated 18th November, 1969 I had held that the agreement was not valid and was not binding on the 36 workmen. It was further held that after the reference the workmen had a right to appear before the Tribunal and put forth their contentions and the reference was again fixed for hearing, and the parties requested the Tribunal to hold sittings for evidence at Jabalpur. Accordingly it was fixed for hearing at Jabalpur.

11. I have already stated that at about the time when the 36 workers retrenched there were factions in the union and in spite of this agreement between this management and the Sangh a dissident group of workmen represented by five representatives took up the matter and raised this industrial dispute. After compromise in the writ petition the Sangh appeared and had filed a written statement supporting the management and on the first day of the hearing at Jabalpur the learned Counsel Shri Gulab Gupta who appeared for the Sangh submitted that the first agreement is binding on the employees and they are not entitled to reinstatement. The learned Counsel has further submitted that he is applying for the Sangh with a view to uphold the prestige of the union and the arrangement made by the Sangh for the employees should be accepted. He had submitted that the Sangh does not want to lead evidence but after recording the evidence of the other parties he should be given a hearing. Thereafter the management examined one witness but again there were negotiations and the dispute about the retrenchment of the 36 workmen has been settled amicably. The management and the representatives of the workmen have filed the settlement and requested the Tribunal to pass an award in terms of this settlement.

12. As per the reference order two issues were referred to this Tribunal for adjudication. One was in respect of the retrenchment of 65 workmen effected on 7th June, 1964 and the other about the retrenchment of the 36 workmen. Though the five representatives had in their statement of claim contended that the retrenchment of the 65 workmen was illegal the five representatives did not take part in the hearing. The management has produced a copy of the notices given to the Government under section 25F of the Industrial Disputes Act. The notice itself says that they have been paid one month's wages and it is also clear that the management has complied with the provisions of section 25F in respect of the retrenchment of the 65 workmen, and there is no illegality in it, and there is no question of reinstatement, and it shall have to be held that none of the 65 workmen is entitled to any relief.

13. Out of the 36 workmen in schedule B to the reference order serial Nos. 33, 24 and 14 have accepted alternative employment with the management and serial numbers 6 and 5 have collected retrenchment compensation for the services rendered by them and there remain only 31 workmen. Under the terms of settlement the management has agreed to give these 31 workmen the amount of retrenchment compensation as shown in annexure A under section 25FB of the Industrial Disputes Act. The terms of settlement are signed by both the parties. The workmen Shri Samaroo who was taking a major part in the dispute has also signed the settlement. The Office bearers of the Umaria Colliery Mazdoor Sangh are also parties to the settlement and have signed the settlement.

14. It is clear that the workers have voluntarily agreed to the terms of the settlement. It has come in evidence that the colliery has been already closed. It will appear from the representation of the workmen received on 10th September, 1969 which they had withdrawn the authority of the five elected representatives that they had stated that the representatives and the management were going to settle the dispute on payment of Rs. 16000 or Rs. 18000 while they were entitled to full retrenchment compensation and that no settlement for any amount less than full retrenchment compensation would be acceptable to them. Thus it is clear that the workmen also wanted full retrenchment compensation. By the terms of settlement the management has given them full retrenchment compensation under section 25FB and in my opinion the settlement is reasonable and proper and hence I pass an award in terms of the settlement annexure "A" which shall form part of this award.

No order as to costs.

(Sd.) A. T. ZAMBRE,
Presiding Officer.
Central Government Industrial Tribunal,
Bombay.

ANNEXURE 'A'

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, BOMBAY

REFERENCE No. CGIT-67 OF 1965

Employers in relation to Umaria Colliery of Messrs Rewa Coalfields Limited,

AND

Their workmen.

Both the above mentioned parties jointly submit as under:—

- (1) That due to closure of Power House of Umaria Colliery in January, 1965 the management entered into an agreement with Umaria Colliery Mazdoor Sangh on 15th January, 1965 under which services of 36 workmen were retrenched.
- (2) That these workmen raised an Industrial Dispute over their retrenchment and the same is pending before your Hon'ble Court for adjudication under reference number mentioned above.
- (3) That both, the management and the workmen have now finally resolved this dispute among themselves today, the 18th December, 1970 in the following terms:—

Terms of Settlement

- (1) That Mithailal s/o Dhalloo, Babuli s/o Bharosa and Besesar s/o Santokhi mentioned at Sr. No. 33, 23 and 14 respectively in Annexure 'B' of the order of reference had accepted alternative employment with the management. As such question of payment of any retrenchment compensation to them does not arise.
- (2) That S/Shri Devi Prasad & Chuttan, mentioned at Serial No. 6 and 5 respectively in Annexure 'B' of the order of reference have already collected their retrenchment compensation for the services rendered by them with the management of Rewa Coalfields Ltd. As such their dispute stand as resolved.
- (3) That the remaining 31 workmen will be paid the amount of retrenchment compensation for their period of service as shown in Annexure 'A' attached hereto as per the calculation under section 25F(b) of the Industrial Disputes Act.
- (4) That S/Shri Ramdayal s/o Sukhdeo, Bhaiyalal s/o Jodhan and Nathoo s/o Churraiya mentioned at Serial No. 17, 28 and 29 respectively in Annexure 'B' of the Order of reference expired during the pendency of the proceedings of the dispute before this Hon'ble Tribunal. It is agreed that the amount of retrenchment compensation in respect of these three deceased persons as worked out on the lines mentioned under para 3 above will be paid to the legal heirs of these persons.
- (5) That management agreed that the amount of retrenchment compensation as mentioned above shall be paid to the workmen concerned within one month from the date of the Award of the Hon'ble Tribunal.
- (6) Whereas the above said pending reference before the Hon'ble Tribunal has been amicably settled between the parties on the above terms and there will not be any dispute in future about the matters covered by the above said Reference. The parties agreed that the reference which has been pending before this Hon'ble Tribunal shall not be pursued hereafter.
- (7) That the parties will bear their respective cost of this reference.

(8) That it is humbly prayed by both the parties that this Agreement may kindly be recorded an Award passed in terms thereof.

Representative Workmen

(Sd.) S. K. NAMDEO

Representative of Workmen

(Sd.) SAMARCO

(L. T. S.)

(Sd.) CHANDRIKA PD.

(Sd.) KHAJUWA

(Sd.) ABDUL WAHID

President

Umaria Colliery Mazdoor Sangh

(Sd.) GURUDEV SINGH,

General Secretary

Umaria Colliery Mazdoor Sangh

Witness

(1) (Sd.) Illegible

(2) (Sd.) Illegible

Representative Management

(Sd.) V. M. THAKRANEY,

Personal Manager

Rewa Coalfield Limited

(Sd.) B. S. SEKHON,

Personal Officer

Rewa Coalfields Limited.

Jabalpur,

Dated the 18th Dec., 1970.

ANNEXURE 'A'

Sl. No.	Name	Father's Name	Total period of service at the time of retrenchment to be taken into account for payment of retrenchment compensation
			Years
1	Sheo Prasad	Chakaudiram	20
2	Semali	Ramadhin	19
3	Mithuwa	Sheo Pd.	22
4	Akali	Bishnathi	45
5	Nathoo	Gurraiva	22
6	Chunkai	Luchin	28
7	Chandrika Pd.	Budhuram	30
8	Mohan	Kamla	8
9	Mangalia	Kola	8
10	Bhaiyalal	Mangali	27
11	Khajuha	Dassai	42
12	Harideen	Bajrangji	28
13	Dhannoo	Ramadhin	15
14	Ganpat	Ramadhin	26
15	Chaitoo	Paramlal	17
16	Ramdayal	Sukhdeo	24
17	Chandoo	Kunnoo	16
18	Ram Prasad	Bada	34
19	Shambhoo	Semali	8
20	Aktoo	Chutubanda	14
21	Ramdas	Mathoo	24
22	Bhaiyalal	Jodhin	29
23	Dasaiya	Mayadeo	26
24	Satsiya	Chhota	18
25	Samaroo	Moti	20
26	Rambishal	Mannoo	24
27	Ramphal	Ramjiwan	11
28	Ahmmad	Abdul	17
29	Dhundhiram	Devideen	28
30	Ram Prasad	Mahabir	26
31	Ram Prasad	Ramlal	24

(Sd.) Samaroo

(Sd.) B. S. Sekhon

[No. 5/13/65-LRII.]

S.O. 708.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, Calcutta, in the industrial dispute between the employers in relation to the management of Bankola Colliery of Messrs Burrakur Coal Company Limited, Post Office Ukhra, District Burdwan and their workmen, which was received by the Central Government on the 20th January, 1971.

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL AT CALCUTTA

REFERENCE No. 58 of 1970

PARTIES:

Employers in relation to the management of Bankola Colliery.

AND

Their workmen.

PRESENT:

Mr. B. N. Banerjee, Presiding Officer.

APPEARANCES:

On behalf of Employers—Sri J. Sharan, Personnel Officer, Bankola Colliery.

On behalf of Workman—Sri B. S. Azad, General Secretary, Khan Shremik Congress.

STATE: West Bengal.

INDUSTRY: Coal Mines.

AWARD

This reference is taken out of its turn on the joint prayer of both the parties. 2. By Order No. 6/56/70-LR.II, dated October 27, 1970, the Government of India, in the Ministry of Labour, Employment and Rehabilitation (Department of Labour and Employment), referred an industrial dispute between the employers in relation to the management of Bankola Colliery of Messrs Burrakur Coal Company Limited and their workmen, to this Tribunal, for adjudication, namely:

“Whether keeping in view the nature of duty performed by the workmen the management of Bankola Colliery of Messrs Burrakur Coal Company Limited is justified in not designating Sarvashri Kashi Show, Ram Prabash Jadav and Bajrangl Dosad, Trammers as Loosemen? If not, to what relief are they entitled and from what date?”

2. The contesting parties filed their respective written statement but, thereafter, they gave up the contest and entered into a settlement. They filed a petition of settlement before this Tribunal containing the terms of settlement. Now that the parties have resolved their difference out of this Tribunal, I pass an award in terms of the petition of settlement. Let the petition of settlement form part of this award.

Dated, January 15, 1971.

(Sd.) B. N. BANERJEE, Presiding Officer.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CALCUTTA

REFERENCE No. 58 of 1970

Management of Bankola Colliery of the Burrakur Coal Co. Ltd., P. O. Ukhra, District Burdwan.

Versus

Their workmen represented through the Khan Shramik Congress, P. O. Ukhra, District Burdwan.

Most Respectfully sheweth :

1. That the parties to the dispute have settled and resolved the differences on the following terms:—

(a) That the concerned trammers shall be designated as Loosemen so long they will work as loosemen.

(b) The Union shall have no further claim what-so-ever in relation to the dispute.

For Workmen

(Sd.) B. S. Azad,
Gl. Secretary,
Khan Shramik Congress,
P. O. Ukhra, District Burdwan.

Witness :

(Sd.) P. N. ACHARYA,
Khan Shramik Congress.
(Sd.) J. SHARAN,
Personnel Officer (R) Bankola Colliery,
P. O. Ukhra, District Burdwan.

For Management

(Sd.) S. K. SINGH,
Superintendent (Ranigaunge) and
Principal Officer, Bankola Colliery.

[No. 6/56/70-LRII.]

S.O. 709.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, Calcutta, in the industrial dispute between the employers in relation to the management of Goenka Kajora Colliery of Messrs Goenka Coal Company, Post Office Ukhra, District Burdwan and their workmen, which was received by the Central Government on the 21st January, 1971.

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL AT CALCUTTA

REFERENCE No. 53 OF 1970

PARTIES:

Employers in relation to the management of Goenka Kajora Colliery of
Messrs Goenka Coal Company,

AND

Their workmen.

PRESENT:

Mr. B. N. Banerjee, Presiding Officer.

APPEARANCES:

On behalf of Employers—Sri T. D. Tripathi, Agent.

On behalf of Workmen—Sri B. S. Azad, General Secretary, Khan Shramik Congress.

STATE: West Bengal

INDUSTRY: Coal Mines.

AWARD

By Order No. 6/47/70-LRII, dated October 22, 1970, the Government of India, in the Ministry of Labour, Employment and Rehabilitation (Department of Labour and Employment), referred the following dispute in relation to the management of Goenka Kajora Colliery of Messrs Goenka Coal Company and their workmen, to this Tribunal, for adjudication, namely:

“Whether the management of Goenka Kajora Colliery of Messrs Goenka Coal Company, Post Office Ukhra, District Burdwan was justified in dismissing Shri Rabinandan Misra, Pump Khalasi and Shri Md. Salim, Dresser from the 1st April, 1970. If not, to what relief these workmen are entitled?”

2. The grievances made by the workmen, represented by their trade Union named Khan Shramik Congress, as pleaded in the written statement, are herein after summarised. In paragraph 3 of the written statement the workmen condemned the management as indulging in unfair labour dealings to the great displeasure of the workmen. In paragraph 4 of the written statement, it was pleaded that on December 31, 1969, some of the workmen went to the office premises to put forward some of their legal grievances before the Administrative Officer. While refusing to grant any redress, the Administrative Officer “used hot and naughty words towards the workmen” and this dishonoured the rights and the prestige of the workmen. It was alleged that the workmen simply protested against the attitude of the Administrative Officer in “a simple and loyal manner”. In paragraph 5 of the written statement, it was further alleged that exploiting the protest made by the workmen, the management issued false chargesheets

against the workmen alleging that the workmen had assaulted, abused and threatened the Administrative Officer on December 31, 1969. The workmen submitted replies to the chargesheets and denied the allegations. In paragraph 6 of the written statement, it was further pleaded that in order to create terror amongst the workers the management informed the police about the alleged assault and the Officer-in-charge of Faridpur Police station started a case against the workmen before the Subdivisional Magistrate of Durgapur. The workmen were, however, discharged on February 3, 1970, under a final report made by the Officer-in-charge of the Faridpur Police station. That by a letter, dated January 30, 1970, it was alleged, that February 8, 1970 was fixed as the date of the enquiry. The workmen requested the management to stop the departmental enquiry because of the pendency of the matter in a Police Court. This was, however, not done. In paragraph 8 of the written statement, it was alleged that the workmen charged with misconduct attended the enquiry with their witnesses on February 8, 1970, but the enquiring officer was absent and there was no enquiry held on that date. Thereafter, it was alleged, in the aforesaid paragraph, that without holding any enquiry to the charges or giving any opportunity to the workmen to defend themselves, the management dismissed them with effect from April 1, 1970. In these circumstances, the workmen prayed for reinstatement and wages for the period of forced unemployment.

3. The case pleaded by the workmen was, however, disputed by a written statement filed on behalf of the employers. In paragraph 3 of the written statement, it was stated that the two concerned workmen were dismissed after proper domestic enquiry and their dismissal was justified. In paragraph 5 of the written statement, it was affirmatively pleaded:

"It is denied that 'Shri B. N. Ram, Administrative Officer used hot and naughtily words towards the workmen which dishonoured against the legal rights and natural prestige of the workmen'. The facts are quite contrary. The workmen concerned along with two others, namely, Shri Jagdish *alias* Krishna Singh and Shri Ali Hossain came to the office on 31st December, 1969 at about 9.30 a.m. and wanted to get certain persons employed, when Shri Ram said that at present there is no possibility of getting them employed, as such he was helpless. However, he promised to consider the cases in future. At this, the said Shri Jagdish *alias* Krishna Singh became furious and said:

'TUM SALA AISE NAHIN MANEGA TUM BAHAR AAO HUM BATATA HAI TUM KO KAHAN JAGAH HAI'

Sarvashri Rabi Nandan *alias* Shreec Bhagwan Mishra, Md. Salim and Ali Hossain abused and threatened and also challenged him to come out of the chamber to Verandah. The Administrative Officer then came out of the office and all the above-named four persons assaulted him with fists and blows and also abused him in filthy language. He was, however, saved on an intervention by the Personnel Officer and other staff members."

With regard to the reply to the chargesheet submitted by the two concerned workmen, it appears from paragraph 6, that the two workmen, in their replies, stated that they did not want to say anything in reply, as the police had already taken up the matter for investigation and they further stated that they did not want to face any domestic enquiry for the same reason. In paragraph 8 of the written statement, it was stated that the two concerned workmen were dismissed after proper enquiry.

4. In the background of these pleading, I have to decide the points referred to me for adjudication.

5. The charge against the two workmen are couched in identical language. I set out hereinbelow, by way of example, the chargesheet issued to Rabi Nandan Misra, Pump Khalasi, Ex. 1:

"On 31st December, 1969 at about 9.30 A.M. in the Verandah of the Office you, along with Sarvashri Jagdish Singh *alias* Krishna Singh, Ali Hossain and Md. Salim, assaulted abused and threatened the Administrative Officer. This is a serious misconduct on your part *vide* Section 18(r) of the Standing Orders.

You are, therefore, asked to submit your explanation within 24 hours of the receipt of this letter."

The reply submitted by the two workmen to the two chargesheets were also couched in the same language and I quote hereinbelow the material portion from the reply submitted by Rabi Nandan Misra, Ex. 3:

"With reference to the chargesheet issued on 31st December, 1969 I do not wish to say anything in reply as the police has already taken the matter for investigation and has filed a case against us. This is not to defy you but due to legal obligation and with the fear of disrespecting Court of law. On the same ground I do not want to face any domestic enquiry." (Underlined by me for emphasis).

6. From the documentary evidence submitted by the management, which were marked as Exts. 7 and 8 (formal proof being dispensed with), it appears that there was a domestic enquiry held by one S. P. Srivastava, Colliery Manager of Goenka Kajora A & B Pits Colliery. Before that enquiry, both the concerned workmen appeared and both made the statement that because of the pendency of the police case they did not wish to make any statement. It further appears that after having made the above statement, both the workmen, charged with misconduct, left the enquiry. It also appears that thereafter the enquiring officer examined the Administrative Officer, who was said to have been assaulted, and the Personnel Officer, who was said to have rescued the Administrative Officer from further assault. Both the witnesses have supported the case pleaded by the management in the chargesheet and in the written statement, before this Tribunal. There was no cross-examination of any of the two witnesses examined, because the workmen had already left. In the Enquiry Report (Ex. 8), the Enquiring officer observed that the two concerned workmen refused to sign their own statement and further observed:

"I had separately and individually requested all the above named three chargesheeted workmen at least to remain present so that they might hear the complainant and his/their witnesses and to cross-examine them but they refused to do so. Hence, I had to conduct the Enquiry *ex-parte*."*

At first I examined Sri B. N. Ram, Administrative Officer who said that on 31st December, 1969 at about 9.30 A.M. when he was sitting in his chamber, Sri Jagdish *alias* Krishna Singh, along with Sri Md. Salim, Sri Ali Hossain, and Sri Rabi Nandan *alias* Shree Bhagwan Mishra, came to the office and wanted to get certain persons employed, when he said that at present there is no possibility of getting them employed, as such he was helpless. However, he promised to consider the cases in future. At this, the said Sri Jagdish *alias* Krishna Singh became furious and said:

"TUM SALA AISE NAHIN MANEGA TUM BAHAR AAO HAM BATATA HAI TUM KO KAHAN JAGAH HAI"

Shri Rabi Nandan *alias* Shree Bhagwan Mishra, Md. Salim and Ali Hossain abused and threatened and also challenged him to come out of the chamber to Verandah. The Administrative Officer then came out of the office and all the above named 4 persons assaulted him with fists and blows and also abused him in the filthy language. He was, however, saved on an intervention by the Personnel Officer and other staff members.

Shri S. N. Mishra, Personnel Officer, also corroborated the statement of the Administrative Officer.

As the workmen have not attended the enquiry, as such I had to conduct the Enquiry *ex-parte*. I, the Enquiry Officer, found all of them guilty of the charges levelled against them."

On receipt of the enquiry report, it appears from Ex. 9, that the Agent of the colliery wrote to both the workmen individual letters of dismissal, Ex. 9 and 9(a), from which I set out the material portion:

"As, on an impartial consideration of the enquiry proceedings and the findings of the enquiry officer, the undersigned has come to the conclusion that the charges that were levelled against you have been fully and satisfactorily proved against you, you are dismissed from service with effect from 1st April, 1970.

You can collect your dues on any day during working hours from the Colliery's Cash Office and vacate the Coy's quarters occupied by you."

7. Before this Tribunal, both the workmen, who had been charged with misconduct, deposed. Rabi Nandan Mishra stated in his evidence that he approached

the Administrative Officer, on December 31, 1969, in order to ask for bonus not paid to him. What took place before the Administrative Officer, he described in the following language:

"When I asked for my bonus from the Administrative Officer, he replied that he was not the owner of the colliery and asked me to approach S. B. Goenka, the proprietor. When I replied that I ordinarily got bonus from him and had nothing to do with the proprietor, he got annoyed and ordered somebody to catch me by the ear and throw me out of the office, which was done. I quietly came away."

In this version, he is not wholly corroborated by his co-worker Mr. Salim, who also accompanied Rabi Nandan to the office of the Administrative Officer and asked for arrears of wages, bonus and overtime. What took place before the Administrative Officer, he described in the following language:

"On hearing my demand for money, the Administrative Officer replied that he was not the authority to pay money. S. B. Goenka was the proprietor and he asked us to approach him. We used to put up all our grievances not to the Manager, not to the proprietor but always to the Administrative Officer. When I repeated my demand he said that he would send for chaprasi and order him to throw me out by the ear. I mildly protested stating that he should not insult us in that fashion. Thereafter, I came away and joined my duties."

It is noteworthy that Md. Salim admits having made some sort of protest to the observations of the Administrative Officer but Rabi Nandan does not even admit that. Further, according to Md. Salim the Administrative Officer had merely threatened to throw him out but did not actually do so, but Rabi Nandan says that he was actually thrown out by the ear. It is strange that the Administrative Officer would chose to throw out by the ear a person who had not protested at all and not meted out the treatment, if he at all did to anybody, to Md. Salim who admittedly had protested. Having considered the evidence of the two witnesses, I am constrained to observe that they were not coming out with the truth and were minimising their own offensive conduct and exaggerating the conduct of the Administrative Officer.

8. That the Police had been informed against the two workmen is amply borne out by Ex.D, the certified copy of the Final Report, under Section 173 of the Criminal Procedure Code. It appears from the said report that there was a First Information Report for a non-cognisable offence under Section 352 of the Indian Penal Code. It further appears from the report:

"During the investigation I visited the P.O. and examined the witnesses and the complainant. It was learnt that these accd. persons are the workers of the colliery and went to the office for putting up their some grievance when the complt. became annoyed with them so there was exchange of hot words and on provocation Ali Hussain wanted to assault the complt. by a brick bat but he was caught by some body. There was no assault at all."

On the above report somebody passed the order "F.R. Non-Cog u/s. 352 I.P.C. may be accepted and may be discharged from bail bond. Sd. illegible, 3.2.70".

9. The pendency of an enquiry before the Police should not discourage the workmen from participating in the domestic enquiry. Be that as it may, the enquiry in crimes against the two workmen had ended on February 3, 1970. The domestic enquiry was held on February 8, 1970. On that day there was no earthly reason for the workmen to refuse to participate in the enquiry proceedings. The workmen no doubt spoke in their oral evidence that there was some sort of criminal case pending against them, before the criminal court at Durgapur but that statement was not proved before me and I place little reliance thereon. In the result I hold that in holding the *ex-parte* enquiry against the two workmen, the domestic enquiring officer did not exceed his jurisdiction.

10. I further find from Ex. 4 and 4(a) and 6 and 6(a) that notices of the enquiry were duly served upon the workmen. I also find that they were asked to participate in the enquiry but they refused to do so, on the untenable pretext that police case was pending, which as I find was incorrect on that date of the enquiry.

11. The domestic enquiring officer believed in the testimony of the two witnesses, on behalf of the management, examined before him and on that

evidence he found the two workmen guilty of the misconduct with which they had been charged. I do not sit in appeal over the domestic enquiring officer. Law does not authorise me to reappraise the evidence before the domestic enquiring officer.

12. Mr. Benarshi Singh Azad, appearing for the workmen, submitted that both the witnesses for the management were untrustworthy witnesses and their evidence before the domestic enquiry left much to be desired. Were it given to me to reappraise the evidence, I might have agreed with him but I am not so entitled to do. So far as the trustworthiness of the Administrative Officer is concerned, who gave evidence before me, I must say that I am not satisfied with his evidence. Before the enquiring officer he deposed :

"I came out of my chamber and Sarvashri Jagdish alias Krishna Singh, Md. Salim, Ali Hossain and Kabinandan alias Shri Bhagwan Mishra assaulted me with fists and blows. I was however, saved on an intervention by the Personnel Officer and other staff members."

In his evidence before me he stated in course of cross-examination:

"When I was being assaulted by the charged workmen and others on the verandah, the Personnel Officer alone rescued me and none others."

Being in doubt whether the witness had made a slip of the tongue I showed him Paragraph 5 of the written statement, wherein it was stated that he was saved by the Personnel Officer and "other staff members". Thereupon, he replied "the words 'he was, however, saved on an intervention by the Personnel Officer and other staff members' were not correct. I was saved only by the Personnel Officer". Then again, I find in the final report of the Police, Ex D, that there was no assault at all and I also find that a different workman of the name of Ali Hoissain wanted to assault the complainant (namely the Administrative Officer) by a brick bats. Forgetful of all that he had said before the Police, this witness had no hesitation in saying that he had been assaulted with fists and blows by the two concerned workmen. In my opinion, he is not a witness who should have been relied on. Also I find that G. R. Bhogal, the Manager of Goenka Kajora Colliery, who had verified the contents of paragraph 6 of the written statement, as "true to his knowledge" retracted and said that the statements in paragraph 5 were not true to his knowledge but only true as information. I think these witnesses came forward to support a particular version. But, although that was the case, before the evidence tendered before me, B. N. Ram, the Administrative Officer, had been believed by the enquiring officer and I do not know how I can now take a different view of the credibility of the witness. In these circumstances, I have to hold that the workmen have failed to prove the unjustifiability of their dismissal.

13. In the result I hold that the management of Goenka Kajora Colliery of Goenka Kajora Coal Company was justified in dismissing Rabi Nandan Mishra, Pump Khalasi and Md. Salim Dresser, from 1st April, 1970. The two workmen are not entitled to any relief.

This is my award.

Dated, the January 16, 1971.

(Sd.) B. N. BANERJEE,
Presiding Officer.
[No. 6/49/70-LRIL.]

S.O. 710.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, Calcutta in the industrial dispute between the employers in relation to the management of Damoda Colliery, Post Office Raniganj, District Burdwan and their workmen, which was received by the Central Government on the 27th January, 1971.

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL AT CALCUTTA

REFERENCE No. 55 OF 1970

PARTIES:

Employers in relation to the management of Damoda Colliery,

AND

Their workmen.

PRESENT:

Mr. B. N. Banerjee, Presiding Officer.

APPEARANCES:

On behalf of Employers—Sri C. L. Khowala,

On behalf of Workmen—Sri Kalyan Roy, Working President, Colliery Mazdoor Sabha.

STATE: West Bengal.

INDUSTRY: Coal Mines.

AWARD

By Order No. 6/54/70-LR. II, dated October 28, 1970, the Government of India, in the Ministry of Labour, Employment and Rehabilitation (Department of Labour and Employment), referred the following dispute between the employers in relation to the management of Damoda Colliery and their workmen, to this Tribunal, for adjudication, namely:

"Keeping in view the recommendations of the Central Wage Board for the Coal Mining Industry as accepted by the Government of India in their Resolution No. WB-16(5)/66 dated 21st July, 1967 and having regard to the financial capacity, whether the management of Damoda Colliery of Messrs Damoda Coal Company Private Limited, Post Office Raniganj, District Burdwan, was justified in paying Variable Dearness Allowance at the rate of Rs. 0.78 paise per head per day during the period from 1st October 1967 to 8th August 1969 to weekly paid workers, and from 1st October 1967 to 31st July 1969 to monthly paid staff and at the rate of Rs. 1.11 paise per head per day from 4th August 1969 to 30th September 1969 to weekly paid workers, from 1st August 1969 to 30th September 1969 to monthly paid staff, instead of Rs. 1.11 per head per day from 1st October 1967 to 31st March 1968 and at the rate of 1.47 paise per head per day from 1st April 1968 to 30th September 1969 and Variable Dearness Allowance at the rate of Rs. 1.29 paise per head per day from 1st April 1970 instead of at the rate of Rs. 1.52 paise per head per day to all workers, first annual increment to the weekly paid workers and monthly paid staff from 28th April 1969 and 1st May 1969 respectively instead of from 15th August 1968, second annual increment to weekly paid workers from 12th October 1969 and monthly paid staff from 1st October 1969 instead of 15th August 1969 and sick leave wages from 1st January 1969 instead of from 15th August 1967 to all workers? If not, to what relief are the workmen entitled?"

2. Only the management filed a written statement. The workmen did not. I am not required to resolve the dispute myself because the parties have settled the dispute outside this Tribunal and have, in token thereof, filed a petition of settlement before this Tribunal.

3. Now that the dispute stands settled, I pass an award in terms of settlement. Let the petition of settlement form part of this award.

Dated, January 20, 1971.

(Sd.) B. N. BANERJEE,

Presiding Officer.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, CALCUTTA

No. 20, British Indian Street, Calcutta-1.

REFERENCE No. 55 OF 1970

PARTIES:

Employers in relation to the Management of Damoda Colliery

AND

Their Workmen, represented by The Organising Secretary, Colliery Mazdoor Sabha (A.I.T.U.C.), G.T. Road, Asansol.

The Employers and the Workmen now humbly beg to submit that they have amicably settled the disputes which are the Subject matter of the above Reference on the following terms:—

1. It has been agreed by the parties that the disputes relating to the payment of the difference of variable Dearness Allowance between the V.D.A. payable in

accordance with the Coal Wage Board recommendations and the V.D.A. already paid for the period 1st October 1967 to 30th September 1969 shall be settled between the parties by mutual discussion hereinafter.

2. It has been agreed that the Employers who have granted the 1st annual increment as per the above recommendations in the case of entitled—

(i) Weekly paid workmen—with effect from 28th April 1969.

AND

(ii) Monthly paid workmen—with effect from 1st May 1969.

and the 2nd annual increment as per the above recommendations in the case of entitled—

(i) Weekly paid workmen—with effect from 12th October 1969.

(ii) Monthly paid workmen—with effect from 1st October 1969.

shall grant the said 1st and 2nd annual increments to 1st and 2nd categories of the aforesaid employees respectively from 15th August 1968 and 15th August 1969.

3. It has been agreed that the Management will pay the aforesaid arrear dues in respect of 1st annual increment to all the weekly paid workmen from 15th August 1968 to 27th April 1969 and in respect of their 2nd annual increment for the period from 15th August 1969 to 11th October 1969 in 3 equal instalments as indicated below:—

(a) 1st instalment by 31st March 1971.

(b) 2nd instalment by 30th June 1971.

(c) 3rd instalment by 30th September 1971.

4. It has similarly been agreed that the Management will pay the aforesaid arrear dues in respect of 1st annual increment to all the monthly paid workmen for the period from 15th August 1968 to 30th April 1969 and in respect of their 2nd annual increment for the period from 15th August 1969 to 30th September 1969 in 3 equal instalments as below:

(a) 1st instalment by 31st March 1971.

(b) 2nd instalment by 30th June 1971.

(c) 3rd instalment by 30th September 1971.

5. It has been agreed that the Management will pay all arrears of sick leave wages payable as per above recommendations for the period from 15th August 1967 to 31st December 1968 in 3 equal instalments as below:

(a) 1st instalment by 31st March 1971.

(b) 2nd instalment by 30th June 1971.

(c) 3rd instalment by 30th September 1971.

6. It has been agreed that the Management shall pay the arrears of difference of V.D.A. between the V.D.A. payable at the rate of Rs. 1.53 per head per day and the V.D.A. already paid at the rate of Rs. 1.29 per head per day for the period from 1st April 1970 to 30th September 1970 as early as possible but in any case not later than 31st December 1971.

7. The parties beg to submit that the dispute having been amicably settled between the parties on the above terms there is no further dispute existing between them and it is most humbly prayed:

That they be permitted to settle the dispute accordingly and an Award be passed by treating the Petition as a part thereof.

For Workmen

For Employers

(Sd.) ILLEGIBLE,

for Damodar Coal Co. (P) Ltd.

Organising Secretary.

(Sd.) C. L. KHOWALA.

Agent.

Dated, 19th January 1971.

[No. 6/54/70-LRII.]

New Delhi, the 4th February 1971

S.O. 711.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal (No. 3), Dhanbad, in the industrial dispute between the employers in relation to the Pootkee Colliery of Messrs Bhowra Kankanee Collieries Limited, Post Office Kusunda, District Dhanbad, and their workmen, which was received by the Central Government on the 30th January, 1971.

OFFICE OF THE PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT NO. 3 AT DHANBAD.

REFERENCE No. 100 of 1969

PRESENT:

Shri Sachidanad Sinha, M.A.M.L., Presiding Officer.

PARTIES:

Employers in relation to the management of Pootkee Colliery.

AND

Their workmen.

APPEARANCES:

For Employers.—Shri R. C. Nandkeolyar, Dy. Chief Personnel Officer.

For workmen.—Shri P. Burman, Vice President, Mine Mazdur Union.

INDUSTRY: Coal.

STATE: Bihar.

Dhanbad, the 16th January, 1971

AWARD

1. The Central Government, being of opinion that an industrial dispute exists between the employers in relation to the Pootkee Colliery of Messrs Bhowra Kankanee Collieries Limited, Post Office Kusunda, District Dhanbad and their workmen, by its order No. 2/153/C9-LFI dated the 16th day of December, 1969 referred to this Tribunal under Section 10(1)(d) of the Industrial Disputes Act, 1947 for adjudication the dispute in respect of the matters specified in the Schedule annexed thereto. The Schedule is extracted below:

SCHEDULE

“Whether the action of the management of Pootkee Colliery of Messrs Bhowra Kankanee Collieries Ltd., Post Office Kusunda, District Dhanbad in dismissing Sri Ram Lakhan Pashi, Miner, with effect from the 24th March, 1969, is justified? If not, to what relief is the workmen concerned entitled?”

2. The employers filed their written statement on 23rd May 1970. Their case is that Sri Ram Lakhan Pashi, the concerned workman had been working as a miner in Pootkee Colliery. For coal robbing in his 3rd shift of 25th November 1968, he was charge sheeted *vide* charge sheet No. 568/68 dated 27th November 1968. He was suspended pending enquiry.

3. The concerned workman denied the charge in his written explanation. Therefore a notice for enquiry on 5th December 1968 was issued to the workman concerned. By this notice the concerned workman was asked to participate in the enquiry. In pursuance of this notice, the enquiry was held as scheduled in which the workman participated. In this enquiry the concerned workman had cross-examined the management's witnesses and in his defence he gave his own statement and added further that he had no other evidence or witness to produce in connection with the enquiry in respect of the aforesaid charge sheet dated 27th November 1968 issued to him.

4. In the said enquiry which was done in his presence and in which he was afforded full opportunity to defend himself by cross-examination of the management witnesses and also to give his own defence, the Enquiring Officer after considering the evidence came to the conclusion that the charge as contained in the said charge sheet was reasonably established against the concerned workman and submitted his report containing his findings. Thereupon the manager recommended dismissal of the workman concerned and the Agent gave his approval to that. The service of the workman concerned were therefore, terminated by letter dated 24th March 1969.

5. The management's action was in consonance with the provision of the Standing Order and was bonafide. The management was never influenced by any extraneous considerations. Therefore, according to them their action was justified and the concerned workman is not entitle to any relief.

6. The Vice President, Mine Mazdoor Union filed written statement on 9th February 1970 on behalf of the concerned workman. Their case is that the concerned workman Shri Ram Lkahan Pashi, is an old employee of the colliery with an unblemished record and continuous service for 20 years in the colliery and had never been charged with any serious offence.

7. The concerned workman had all along been a leading member of the branch committee of the Union named Mine Mazdoor Union in the colliery since last five years and was quite well known to the colliery management in that capacity.

8. With the purpose of harassing the Union and of intimidating the members of the union in the Colliery, the management issued a false and vague chargesheet dated 27th November 1968 to the concerned workman, alleging pilferage against him. The workman replied to the same denying the allegation in toto.

9. The management held a purely formal enquiry on 5th December 1968 without allowing adequate facility of defence to the concerned workman. The enquiry officer did not allow him to produce his witnesses on the plea that the enquiry was only a formal affair and that the management was not contemplating any action against him.

10. The workman was not suspended pending enquiry despite order to that effect in the chargesheet and he continued working till the date of his dismissal on 24th March 1969. Even the truncated enquiry proceeding did not establish the charge brought against the workman, and the finding of the enquiry officer was obviously perverse to the materials of evidence on record.

11. The action of the management in dismissing Sri Ram Lakhani Pasi on 24th March 1969 is not only unjust and unlawful but in addition is an instance of victimisation and gross unfair labour practice. The Union, therefore, prays that the concerned workman Sri Ram Lakhani Pasi be reinstated with full back wages and with continuity of service.

12. The management examined only one witness viz. Sri H. R. Singh Sodhi, the Administrative Officer who conducted the domestic enquiry. The management also exhibited 7 items of documents and they are marked Ext M-1 to M-6. On behalf of the workman 5 witnesses were examined out of which WW-1 is Shri P. Jha who was the Vice President of the Mine Mazdoor Union in the year 1968. He has proved Ext W-1 which is a letter addressed by Shri I. H. Khan, the General Secretary of Mine Mazdoor Union, Sijua to the Manager of Pookee Colliery. In that letter it was mentioned that from now S/Sri Ram Lakhani Pasi and Nalhari Sao will represent the grievances of the workers on behalf of their Union.

13. He has further stated in his evidence that the concerned workman is the Executive Member of the Mine Mazdoor Union.

14. WW-2 is Sri Dwarka Prasad. He is the office Secretary of the Mine Mazdoor Union since last 10 years. He has stated in his evidence that the name of the concerned workman appears at serial No. 603 at page 49 of the register (Ext W-2). WW-3 is Sri Ramchandra Prasad. He is the Secretary of the Mine Mazdoor Union of Pookee Colliery. In his evidence he has stated that the concerned workman was an active member of the Mine Mazdoor Union and that he was representing the Union before the management. The Union was demanding higher wages from the management and this cause was taken up by the concerned workman as member of the Mine Mazdoor Union and that 250 miners stopped taking payment for 5 weeks in protest of lower wages. They were demanding full backwages.

15. He has further stated that he informed the Labour Inspector, Karkend and Regional Labour Commissioner, Dhanbad about this complaint in writing in the month of March and the Labour Inspector went to the Colliery and at his instance the matter was settled and the workers got their wages.

16. WW-4 is Sri Ram Lakhani Pasi, the concerned workman and WW-3 is Sri Sankar Goud. I will discuss the evidence of the WW-3 and WW-4 at the relevant place.

17. Only two items of documents have been filed on behalf of the workmen and they are marked as Ext.W-1 and W-2.

19. Ext. M-1 is the chargesheet dated 27th November, 1968, the concerned workman justified in dismissing Sri Ram Lakhan Pasi, Miner with effect from the 24th of March, 1969?

19. Ext. M-1 is the chargesheet dated 27th November 1968, the concerned workman was charged that on 25th November 1968 in 3rd shift he took coal from split gallery between 3rd and 4th level which was not at all an unauthorised working place and that he was guilty of violation of mine regulations which amounted to gross misconduct under the Standing Order. The concerned workman denied the charge.

20. Ext. M-4 is the notice of enquiry informing the concerned workman that the enquiry will be held on 5th December 1968 at 5 P.M. Ext. M-3 is the complaint dated 26th November 1968 made by Shri Chhotan Dusadh to Sri G. S. Mukherjee, Manager alleging that the concerned workman had committed the misconduct of pillar robbing. On his complaint a chargesheet Ext. M-1 was issued to the concerned workman. The departmental enquiry was held on 5th December 1968. The enquiry officer examined two witnesses viz. Shri Chhotan Dusadh and B. S. Handa. The concerned workman was also examined by him.

21. The Enquiring Officer in his report dated 30th January 1969 found the concerned workman guilty (*vide* Ext. M-6) and thereupon Shri Ram Lakhan Pasi was dismissed with effect from 24th March 1969 (*vide* Ext. M-2).

22. The enquiry proceeding has been challenged by the concerned workman. According to the concerned workman he had brought his witnesses before the Enquiring Officer but the Enquiring Officer did not examine the defence witnesses. WW-4 has stated in his evidence that in the domestic enquiry he had taken his witnesses but the Enquiring Officer did not examine them, saying that there was no use of examining the witnesses on his behalf.

23. WW-3 is Shri Sankar Gond. He has stated in his evidence that he was working as a miner in Pootkee colliery and that the concerned workman Sri Ram Lakhan Pasi was working with him in the same gang. He has further stated that he had gone in the domestic enquiry along with 3 or 4 others at the instance of the concerned workman Sri Ram Lakhan Pasi but their evidence was not taken.

24. Therefore, the first grievance of the concerned workman is that the defence witnesses were not examined by the Enquiring Officer.

25. It was further contended on behalf of the workmen that the finding of the Enquiry Officer was perverse as there is no evidence that the concerned workman cut coal from the place which was not at all authorised working place.

26. Out of two witnesses Sri B. S. Handa is not an eye witness of the occurrence. He was informed about the occurrence by Ali Jan. Sri Ali Jan was also not examined by the Enquiring Officer. The only other witness is Sri Chhotan Dusadh. In his evidence he has stated when he made his round of inspection and went to the work site of Sri Ram Lakhan he did not report about any robbing at his place. He further stated that during his shift Sri Ram Lakhan Pasi and others of his co-workers of the gang worked in their allotted face. Therefore, he is also not an eye witness of the occurrence. The finding is that the concerned workman Sri Ram Lakhan Pasi did not show the robbed place or informed the Mining Sirdar. There is no specific finding that the concerned workman Sri Ram Lakhan Pasi cut the coal from the unauthorised place. Therefore, I find that there is no direct evidence that the concerned workman was guilty of cutting coal from the unauthorised place.

27. It is not within the competence of the Tribunal to enquire whether a particular witness has been rightly believed or not or whether a particular finding was supported by sufficient evidence. The Industrial Tribunal could be justified in categorising the finding recorded in the domestic enquiry as perverse only if it is found that such a finding is not supported by any evidence or is entirely opposed to the whole body of the evidence adduced before it.

28. Therefore, in this case I find that there was no direct evidence that the concerned workman was guilty of cutting coal from unauthorised place.

29. WW-4 is Sri Ram Lakhan Pasi, the concerned workman. He has stated in his evidence that 12 workmen were working in his gang. The 12 workmen were working in collaboration doing separate jobs according to mutual arrangement. This point was not challenged in the cross-examination. Therefore, I find that there were 12 workmen in the gang of Sri Ram Lakhan Pasi.

30. The employer has not given any satisfactory evidence or reasonable explanation why this particular workman was chosen out of a gang of 12 workers. The

action of the employer in selecting this particular workman out of the twelve workmen for punishment appears to me to be mala fide as it is based on irrational and unreasonable discrimination. It further goes to show that this particular workman was selected for punishment for his Trade Union activities.

31. I therefore, find that the management was not justified in terminating the services of the concerned workman Sri Ram Lakhan Pasi, Miner with effect from the 24th March, 1969 and he is therefore, entitled to be reinstated with full back wages and continuity of service.

32. This is my award. It may now be submitted to the Central Government under Section 15 of the Industrial Disputes Act, 1947.

SACHIDANAND SINHA,
Presiding Officer.
[No. 2/153/69-LRII.]

S.O. 712.—Whereas an industrial dispute exists between the management of East Katras Colliery of Messrs East Katras Colliery Company Private Limited, Post Office Katrasgarh, District Dhanbad and their workmen represented by Colliery Mazdoor Sangh, Luby Circular Road, Dhanbad;

And whereas the said employers and workmen have by a written agreement in pursuance of the provisions of sub-section (1) of section 10A of the Industrial Disputes Act, 1947 (14 of 1947), agreed to refer the said dispute to arbitration of the person specified therein, and a copy of the said agreement has been forwarded to the Central Government;

Now, therefore, in pursuance of the provisions of sub-section (3) of section 10A of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the said arbitration agreement which was received by it on the 15th January, 1971.

FORM C

(See Rule 1)

AGREEMENT

(Under section 10A of the Industrial Disputes Act, 1947)

BETWEEN

The Employer in relation to East Katras Colliery of M/s. The East Katras Colliery Co. Private Ltd, P.O. Katrasgarh, District Dhanbad.

AND

Their Workmen

Representing employers—Sri P. N. Rai, Manager, East Katras Colliery, P.O. Katrasgarh, District Dhanbad.

Representing workmen.—Sri S. P. Singh, Secretary, Colliery Mazdoor Sangh, Luby Circular Road, Dhanbad.

It is hereby agreed between the parties to refer the following dispute to the arbitration of Sri A. K. Mitra, Assistant Labour Commissioner (Central), Headquarters, Dhanbad.

(i) "Whether the stoppage of work in East Katras Colliery, P.O. Katrasgarh, Dist. Dhanbad, on 28th December, 1970 (1st shift), 29th December, 1970 (1st shift), 30th December, 1970 (all three shifts), 31st December, 1970 (all the three shifts) and 1st January, 1971 (1st and 2nd shifts) is an illegal strike/lock-out? Consequently whether the concerned workmen are entitled to any relief?"

(ii) Employer in relation to East Katras Colliery of M/s. The East Katras Colliery Co., Private Ltd., P.O. Katrasgarh, District Dhanbad; and their workmen.

(iii) Colliery Mazdoor Sangh, Luby Circular Road, Dhanbad.

(iv) Total number of workmen employed in the undertaking affected: 950.

(v) Estimated number of workmen affected or likely to be affected by the dispute: 915.

We further agree that the decisions of the arbitrator shall be binded on us..

The arbitrator shall make his award within six months or within such further time as is extended by mutual agreement between us in writing. In case the award is not made within the period aforementioned, the reference to the arbitration shall stand automatically cancelled and we shall be free to negotiate for fresh arbitration.

Signature of the Parties

Representing Employers:
(Sd.) P. N. Rai,
Manager,

East Katras Colliery.

Representing Workmen:
(Sd.) S. P. SINGH, Secy.
Colliery Mazdoor Sangh.

[No. L-2013/1/71-LRII.]

Witnesses:—

1. (Sd.) ILLEGIBLE.
2. (Sd.) ILLEGIBLE.

(श्रम और रोजगार विभाग)

नई दिल्ली, 4 फरवरी, 1971

का० आ० 712.—यतः मैसर्स ईस्ट कतरस कोलियरी कम्पनी प्राइवेट लिमिटेड, डाकघर कतरसगढ़, जिला धनबाद को ईस्ट कतरस कोलियरी के प्रबन्धक और उनके कर्मकारों के बीच, जिनका प्रतिनिधित्व कोलियरी मजदूर संघ, लुबी मर्कुलर रोड, धनबाद करती है, एक औद्योगिक विवाद विद्यमान है ;

और यतः उक्त नियोजकों और कर्मकारों ने औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 10-क की उपधारा (1) के उपबन्धों के अनुसरण में एक लिखित करार द्वारा उक्त विवाद को उसमें वर्णित व्यक्ति के माध्यम के लिए निर्देशित करने का करार कर लिया है और उक्त माध्यस्थम, करार की एक प्रति केन्द्रीय सरकार को भेजी गई है ;

अतः, अब, औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 10-क की उपधारा (3) के उपबन्धों के अनुसरण में, केन्द्रीय सरकार उक्त माध्यस्थम करार को, जो उसे 15 जनवरी, 1971 को मिला था, एतद्वारा प्रकाशित करती है ।

करार

प्ररूप म

(औद्योगिक विवाद अधिनियम, 1947 की धारा 10-क के अधीन)

पक्षकारों के नाम

नियोजकों का प्रतिनिधित्व करने वाले

श्री पी० एन० राय, प्रबन्धक, ईस्ट कतरस कोलियरी,
डाकघर कतरसगढ़, जिला धनबाद ।

कर्मकारों का प्रतिनिधित्व करने वाले

श्री एस० पी० सिंह, सचिव, कोलियरी मजदूर संघ, लुबी
मर्कुलर रोड, धनबाद ।

पक्षकारों के बीच निम्नलिखित औद्योगिक विवाद को एतद्वारा श्री ए० के० मिता, सहायक श्रमायुक्त (केन्द्रीय), मुख्यालय धनबाद के माध्यस्थम के लिए निर्देशित करने का करार किया गया है :—

1. विनिर्दिष्ट विवादप्रस्त विषय

(1) क्या ईस्ट कतरस कोलियरी, डाकघर कतरस-
गढ़, जिला धनबाद में 28-12-1970 (पहली
पारी में), 29-12-1970 (पहली पारी में),

30-12-1970 (सभी तीनों पारियों में), 31-12-70 (सभी तीनों पारियों में) और 1-1-1971 (पहली और दूसरी पारी में) की काम-बन्दी अवैध हड़ताल/तालाबन्दी है? परिणामस्वरूप क्या संबंधित कर्मकार किसी अनुतोष के हकदार हैं ?

2. विवाद के पक्षकारों का विवरण, जिसमें अंतर्बलित स्थापन या उपक्रम का नाम और पता भी सम्मिलित है ।
1. मैसर्स दि ईस्ट कतरस कोलियरी कम्पनी प्राइवेट लिमिटेड, डाकघर कतरसगढ़, जिला धनबाद की ईस्ट कतरस कोलियरी से सम्बद्ध नियोजक और उनके कर्मकार ।
3. यदि कोई संघ प्रश्नगत कर्मकारों का प्रतिनिधित्व करता हो तो उसका नाम: कोलियरी मजदूर संघ, लुब्री सर्कुलर रोड, धनबाद ।
4. प्रभावित उपक्रम में नियोजित कर्मकारों की कुल संख्या 950
5. विवाद द्वारा प्रभावित या सम्भाव्यतः प्रभावित होने वाले कर्मकारों की प्राक्कलित संख्या 915

हम यह करार भी करते हैं कि मध्यस्थ का विनिश्चित हम पर आबद्ध कर होगा ।

मध्यस्थ अपना पंचाट छः मास की कालावधि या इतने और समय के भीतर जो हमारे बीच पारस्परिक लिखित करार द्वारा बढ़ाया जाय, देगा । यदि पूर्व वर्णित कालावधि के भीतर पंचाट नहीं दिया जाता तो माध्यस्थम के लिए निदेश स्वतः रद्द हो जायगा और हम नए माध्यस्थम के लिए बातचीत करने को स्वतंत्र होंगे ।

पक्षकारों के हस्ताक्षर

साक्षी

1. (ह०/-)

2. (ह०/-)

तारीख : 7-1-70

(ह०) पी० एन० राय, 7-1-70

प्रबन्धक,

ईस्ट कतरस कोलियरी ।

नियोगों का प्रतिनिधित्व करने वाले ।

(ह०) एस० पी० सिंह,

सचिव,

कोलियरी मजदूर संघ ।

कर्मकारों का प्रतिनिधित्व करने वाले ।

[सं० एल० 2013(1)/71-एल० आर०-2]

S.O. 713.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, Calcutta, in the industrial dispute between the employers in relation to the management of Victoria West Colliery of Messrs New Beerbhoom Coal Company Limited, Post Office Dishergarh, District Burdwan and their workmen, which was received by the Central Government on the 29th January, 1971.

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL AT CALCUTTA

REFERENCE No. 57 OF 1970

PARTIES :

Employers in relation to the management of Victoria West Colliery of Messrs New Beerbhoom Coal Company Limited,

AND

Their workmen.

PRESENT:

Mr. B. N. Banerjee, Presiding Officer.

APPEARANCES :

On behalf of Employers—Sri D. Narsingh, Advocate.

On behalf of Workmen—Sri Pushpamoy Das Gupta, Advocate.

DATE: West Bengal.

INDUSTRY: Coal Mines.

AWARD

By Order No. 6/58/70-LRII, dated October 27, 1970, the Government of India, in the Ministry of Labour, Employment and Rehabilitation (Department of Labour and Employment), referred the following dispute between the employers in relation to the management of Victoria West Colliery of Messrs New Beerbhoom Coal Company Limited and their workmen, to this Tribunal, for adjudication, namely:

“Whether the action of the management of Victoria West Colliery of Messrs New Beerbhoom Coal Company Limited, Post Office Dishergarh, District Burdwan in terminating the lien on the appointment of Shri Sarju Bin Loader with effect from the 26th June, 1970 is justified? If not, to what relief is he entitled?”

2. Both the parties filed their respective written statement. In the written statement filed on behalf of the management of Victoria West Colliery, it was categorically stated in paragraph 1(f):

“No dispute in the matter had ever been raised with the management before the present reference was made.”

This statement was not controverted by the written statement filed on behalf of the workmen. All that was stated in that written statement was:

“(7) The Union had taken up the dispute of Shri Bin and authorised the Vice-President to represent the case and made representation by their letter dated 21st August, 1970 to the Regional Labour Commissioner ‘C’, Government of India, Ministry of Labour and Employment, Asansol and Joint Conciliation was held but the same has failed—***”

3. It is well known proposition of law, as laid down by the Supreme Court in *Shudhu Resettlement Corporation vs. Industrial Tribunal, Gujarat* (1968) 1. L.L.J. 834:

“A mere demand to a Government, without a dispute being raised by the workmen with their employer cannot become an industrial dispute. Consequently, the material before the Tribunal clearly showed that no such industrial dispute, as was purported to be referred by the State Government to the Tribunal, had ever existed between the Appellant Corporation and the Respondent, and the State Government in making a reference obviously made an error in basing its opinion on material which was not relevant to the formation of opinion.”

Mr. Pushpamoy Das Gupta, learned Advocate who appeared for the workmen, considered this position and, in his fairness, conceded that the present reference was plainly not maintainable and he was in difficulty to go on with the reference

because of the formal defect. He, however, prayed to dispose of the present reference without an award and to grant liberty to the workman of Victoria West Colliery to raise the same dispute after having raised the dispute with the management first of all. In my opinion, the prayer made by Mr. Das Gupta should be granted.

4. I, therefore, dispose of the present reference without an adverse award and grant liberty to the workman to raise the same dispute with the management first of all and then take necessary steps for a reference to this Tribunal according to law.

Sd./-

Dated, January 22, 1970.

(Sd.) B. N. BANERJEE,
Presiding Officer.

[No. 6/58/70-LR. II]

S.O. 714.—Whereas an industrial dispute exists between the employers in relation to the management of New Sathgram Colliery of Messrs Sethia Mining and Manufacturing Corporation Limited, Post Office Devchandnagar, District Burdwan and their workmen represented by the Colliery Mazdoor Congress (H.M.P.), Ushagram, Post Office Asansol, District Burdwan;

And whereas the said employers and workmen have by a written agreement in pursuance of the provisions of sub-section (I) of section 10A of the Industrial Disputes Act, 1947 (14 of 1947), agreed to refer the said dispute to arbitration of the person specified therein, and a copy of the said agreement has been forwarded to the Central Government;

Now, therefore, in pursuance of the provisions of sub-section (3) of section 10A of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the said arbitration agreement which was received by it on the 14th January, 1971.

AGREEMENT

Under Section 10A of the Industrial Disputes Act, 1947.

BETWEEN

Name of the Parties

Representing the employers.

Shri S. M. Singh,
Chief Personnel Officer,
M/s. Sethia Mining & Mfg.
Corporation Ltd., New Sathgram
Colliery, P.O. Devchandnagar,
Distt. Burdwan.

Representing the workmen.

Shri D. D. Mishra,
Vice President, Colliery
Mazdoor Congress (HMP),
Ushagram, P.O. Asansol,
Distt. Burdwan.

It is hereby agreed between the parties to refer the following industrial dispute to the joint arbitration of Shri K. Sharan, Regional Labour Commissioner (C), Government of India, Asansol, Shri Raj Narain, M.P., 95, South Avenue, New Delhi and J. Singh, Technical Director, M/s. Sethia Mining and Manufacturing Corporation Limited, P.O. Devchandnagar, District Burdwan.

(i) Specific matters in dispute.—“Whether the management of New Sathgram Colliery of M/s. Sethia Mining & Manufacturing Corporation Limited, P.O. Devchandnagar, Distt. Burdwan having regard to their financial capacity is justified in not paying D.A. at the rate of Rs. 1.62 per head per day to their workmen with effect from 1st October 1970? If not, what should be the quantum of D.A. in this colliery and from what date?”

(ii) Details of the parties to dispute including the name and address of the establishment or undertaking involved.—Employers in relation to New Sathgram Colliery of M/s. Sethia Mining and Manufacturing Corporation Limited, P.O. Devchandnagar, Distt. Burdwan.

- (iii) *Name of the union, if any, representing the workmen in question.*—
Colliery Mazdoor Congress (HMP) Ushagram, P.O. Asansol, Distt-
Burdwan.
- (iv) *Total No. of workmen employed in the undertaking affected.*—2,400.
- (v) *Estimated No. of workmen affected or likely to be affected by the dispute.*—2,400.

We further agree that the majority decisions of the Arbitrators shall be binding on us.

The Arbitration shall make their award within a period of six months or within such further time as is extended by mutual agreement between us in writing. In case the award is not made within the period aforementioned the reference to arbitration shall stand automatically cancelled and we shall be free to negotiate for fresh arbitration.

Signature of the parties.

(Sd.) S. M. SINGH.

4-1-71.

*Chief Personnel Officer,
Representing the employers.*

Sd./- D. D. MISHRA,

4-1-71.

*Vice President,
Representing the workmen.*

Witnesses:—

1. Sd./- Illegible,

4/1/71.

2. Sd./- Illegible,

4/1/71.

Dated, the 4th January. 1971.

[No. 8/227/70-LRIL]

का० आ० 714.—यतः मैसर्स सेथिया माइनिंग एण्ड मैनुफैक्चरिंग कारपोरेशन लिमिटेड डाकघर, देवघाटनगर, जिला बर्दवान के प्रबन्धतंत्र से सम्बद्ध नियोजकों और उनके कर्मकारों के बीच, जिनका प्रतिनिधित्व कोलियरी मजदूर कांग्रेस (एच० एम० पी०) उषाग्राम, डाकघर आसनसोल, जिला बर्दवान करती है, एक औद्योगिक विवाद विद्यमान है ;

और यतः उक्त नियोजकों और कर्मकारों ने औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 10-क की उपधारा (1) के उपबन्धों के अनुसरण में एक लिखित करार द्वारा उक्त विवाद को उसमें वर्णित ध्वनि के माध्यस्थ के लिए निर्दिष्ट करने का करार कर लिया है और उक्त माध्यस्थ करार की एक प्रति केन्द्रीय सरकार को भेजी गई है ;

अतः, अब, औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 10-ही उपधारा (3) के उपबन्धों के अनुसरण में, केन्द्रीय सरकार उक्त माध्यस्थ करार को, जो उसे 14 जनवरी, 1971 को मिला था, एतद्वारा प्रकाशित करती है ।

प्ररूप ग

(औद्योगिक विवाद अधिनियम, 1947 की धारा 10-क के अधीन)

करार

पक्षकारा के नाम :

नियोजकों का प्रतिनिधित्व करने वाले

श्री एन० एस० सिंह, मुख्य कार्मिक अधिकारी,
मैसर्स सेथिया माइनिंग एण्ड मैनुफैक्चरिंग
कारपोरेशन लिमिटेड, न्यू सतग्राम कोलियरी,
डाकघर देवघाटनगर, जिला बर्दवान ।

कर्मकारों का प्रतिनिधित्व करने वाले : श्री डी० डी० मिश्र ,
उपाध्यक्ष, कोलियरी मजदूर कांग्रेस (एच०
एम० पी०), उषाग्राम, डाकघर आसनसोल,
जिला बर्दवान ।

पक्षकारों के बीच निम्नलिखित औद्योगिक विवाद को एतद्वारा श्री के० शरण, प्रादेशिक श्रमायुक्त (केन्द्रीय), भारत सरकार, आसनसोल, श्री राज नारायण, संसद सदस्य, 95 साउथ ऐवेन्यु, नई दिल्ली और जे० सिंह, तकनीकी निदेशक, मैसर्स सेथिया माइनिंग एण्ड मैनुफैक्चरिंग कारपोरेशन लिमिटेड, डाकघर देवघाटनगर, जिला बर्दवान के संयुक्त मध्यस्थम् के लिए निदेशित करने का करार किया गया है ।

1. विनिर्दिष्ट विवाद ग्रस्त विषय : "क्या मैसर्स सेथिया माइनिंग एण्ड मैनुफैक्चरिंग कारपोरेशन लिमिटेड, डाकघर देवघाटनगर, जिला बर्दमान का, अपनी वित्तीय क्षमता को ध्यान में रखते हुए, अपने कर्मकारों को 1-10-1970 से महंगाई भत्ता 1.62 रु० प्रतिव्यक्ति प्रतिदिन की दर से न देना न्यायोचित है ? यदि नहीं, तो इस कोयला-खान में महंगाई भत्ते की मात्रा क्या होनी चाहिये और किस तारीख से ? "
2. विवाद के पक्षकारों का विवरण, जिसमें मैसर्स सेथिया माइनिंग एण्ड मैनुफैक्चरिंग अंतर्वलित स्थापन या उपक्रम का नाम और कारपोरेशन लिमिटेड, डाकघर देवघाटनगर जिला बर्दवान को न्यू सतग्राम कोलियरी से सम्बद्ध नियोजक ।
3. यदि कोई संघ प्रश्नगत कर्मकारों का कोलियरी मजदूर कांग्रेस (एच० एम० पी०) प्रतिनिधित्व करता हो तो उसका नाम ; उषाग्राम, डाकघर आसनसोल, जिला बर्दवान ।
4. प्रभावित उपक्रम में नियोजित कर्मकारों की कुल संख्या 2400
5. विवाद द्वारा प्रभावित या सम्भाव्यतः प्रभावित होने वाले कर्मकारों की प्राक्कलित संख्या । 2400

हम यह करार भी करते हैं कि मध्यस्थ का बहुमत विनिश्चय हम पर आबद्ध कर होगा ।

मध्यस्थ अपना पंचाट छः मास की कालावधि या इतने और समय के भीतर जो हमारे बीच पारस्परिक लिखित करार द्वारा बढ़ाया जाय, देगा । यदि पूर्व वर्णित कालावधि के भीतर

पंखाट नहीं दिया जाता तो माध्यस्थम् के लिए निवेश स्वतः रद्द हो जायगा और हम नए माध्यस्थम् के लिए बातचीत करने को स्वतन्त्र होंगे ।

पक्षकारों के हस्ताक्षर

(ह०) एस० एम० सिंह,
मुख्य कार्मिक अधिकारी,
नियोजकों का प्रतिनिधित्व करने वाले ।

(ह०) डी० डी० मिश्र,
उपाध्यक्ष,
कर्मकारों का प्रतिनिधित्व करने वाले ।

साक्षी :

1. ह०/—
2. ह०/—

तारीख, 4 जनवरी, 1971 ।

[सं० 8/227/70-एल० प्रार०-2]

New Delhi, the 5th February 1971

S.O. 715.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal (No. 3), Dhanbad, in the industrial dispute between the employers in relation to the Gonshadih Colliery of Shri Prabhudayal Agarwalla, Ex-Managing Contractor/Messrs Raneegunge Coal Association Limited, Managing Contractor, and their workmen, which was received by the Central Government on the 30th January, 1971.

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO. 3) AT DHANBAD
(CAMP AT PATNA)

REFERENCE NO. 93 OF 1968

PRESENT :

Shri Sachidanand Sinha, M.A., M.L.,—Presiding Officer.

PARTIES :

Employers in relation to the management of Gonshadih Colliery.

Vs.

Their workmen.

APPEARANCES :

For Employers :

1. *On behalf of* Sri P. D. Agarwalla—1. Sri T. P. Chaudhury, Advocate.
2. *On behalf of* M/s. R.C.A. Ltd.—S/Sri S. S. Mukherjee and P. K. Bose, Advocates.

For Workmen—S/Shri B. K. Lath, Advocate and R. Mitra, Secretary of the Union.

INDUSTRY: Coal

STATE: Bihar.

Camp at Patna, dated the 21st of January, 1971

AWARD

1. The Central Government, being of opinion that an industrial dispute exists between the employers in relation to the management of Gonshadih Colliery of

Sri Prabhudayal Agarwalla, Ex-Managing Contractor/Messrs Raneegunge Coal Association Limited, Managing Contractor, and their workmen, by its order No. 2(9)/67-LRII, dated the 6th of March, 1967, referred to the Central Government Industrial Tribunal, Dhanbad under Section 10(1)(d) of the Industrial Disputes Act, 1947 for adjudication the dispute in respect of the matters specified in the Schedule annexed thereto. The Schedule is extracted below:—

SCHEDULE

- "1. Whether Shri Prabhudayal Agarwalla, Ex-Managing Contractor at Gonshadih Colliery of Messrs Gonshadih Coal Company, Post Office Kusunda, District Dhanbad, was justified in abandoning the workmen whose names are mentioned in the Annexure below, with effect from the 16th August, 1966, without giving them any notice and compensation in accordance with the provisions of Section 25FF of the Industrial Disputes Act, 1947? If not to what relief are the workmen entitled?"
- "2. Whether Messrs Raneegunge Coal Association Limited, Managing Contractor at Gonshadih Colliery of Messrs Gonshadih Coal Company, Post Office Kusunda, District Dhanbad, was justified in refusing employment to the workmen whose names are mentioned in the Annexure below with effect from the 17th October, 1966? If not, to what relief are the workmen concerned entitled?"

The annexure given in the Schedule of the reference is mentioned as *Annexure 'A'* of this Award.

2. The Central Government Industrial Tribunal, Dhanbad registered the reference as reference No. 26 of 1967 on its file. While it was pending there the dispute was transferred to the Central Government Industrial Tribunal No. 2, Dhanbad by the Central Government's Order No. 8/25/67-LRII, dated the 8th of May, 1967 and there it was registered as reference No. 223 of 1967. The Central Government by its subsequent order No. 8/71/68-LRII, dated the 13th of August, 1968 transferred the dispute to this Tribunal and here it has been renumbered as reference No. 93 of 1968.

3. Sri Anant Sharma, the Secretary of the Bihar Koyala Mazdoor Sabha filed written statement on behalf of the workmen on 8th October 1968. Their case is that the concerned 110 workmen involved in the present dispute have been working as permanent workmen in Gonshadih Colliery continuously without any break and with a clean record of service since 1st January, 1965. Sri Bishwanath Roy who is the proprietor of Gonshadih Coal Company had appointed Shri Prabhudayal Agarwalla as his managing contractor in relation to Gonshadih Colliery with effect from 10th November 1959, and he had been working as such in Gonshadih Colliery up till 16th August, 1966.

4. On 16th August, 1966 without assigning any reason to the workmen, the said Shri Prabhudayal Agarwalla abandoned the workmen under reference. Shri B. N. Roy, the proprietor of the Gonshadih Coal Co. (P) Ltd. thereafter appointed Messrs Raneegunge Coal Association as its managing contractor and all the 110 workmen involved in the present reference who were reporting for work on the colliery premises with effect from even 16th August, 1966 and prior to that were refused employment by M/s. Raneegunge Coal Association on 17th October, 1966.

5. The employers in relation to Gonshadih Colliery were adopting unfair labour practices. The workmen were not paid in accordance with the A.I.I.T. (Colliery Disputes) Award as read with the L.A.T. Decisions. The workmen were not paid at all with effect from 1st January, 1965 to 12th October, 1966. On 12th October, 1966/13th October, 1966 all the workmen filed applications u/s 33C(2) of the Industrial Disputes Act, for the computation of their wages. The said applications were numbered by the Central Government Labour Court, Dhanbad as applications L.C. No. 105, 106 and 107 of 1966.

6. The Central Government Labour Court, Dhanbad computed the wages payable upto 16th August, 1966 by Shri Prabhudayal Agarwalla to the workmen as Rs. 2,57,753.15. In the meantime the present dispute had been referred to this Tribunal and the matter had become subjudice for the period 16th August, 1966 till 17th October 1966. Therefore, the Central Government Labour Court did not compute wages for this period. Shri Prabhudayal Agarwalla had also filed writs and revisions in the Patna High Court and it is learnt that the same have been dismissed.

7. Thereafter a demand notice for payment of Rs. 2,57,753.15 paise was served through registered A/D, on Shri Prabhudayal Agarwalla but he has not paid the

amount so far. On 5th March 1968, the Central Government has also proceeded U/s. 33C(1) for the recovery of the above amount against Sri P. D. Agerwalla and a certificate case is pending before the Certificate Officer, Dhanbad.

8. After the workmen had filed applications No. L.C. 105, 106 and 107 of 1966, the Central Government Labour Court, Dhanbad had issued notice to all the parties. As soon as M/s. R.C.A. Ltd. received the notice of the Central Government Labour Court, Dhanbad it refused employment to all the 110 workmen involved in the present reference.

9. All the workmen who are the members of Bihar Koyala Mazdoor Sabha, reported the matter to Shri Anant Sharma, the Secretary of their Union who vide his letter No. nil dated the 24th October, 1966 raised an industrial dispute before the Assistant Labour Commissioner (C), Dhanbad. The Assistant Labour Commissioner (C), Dhanbad-I thereafter held conciliation proceedings and submitted his failure report to the Government.

10. The Union has claimed relief both against Sri P. D. Agarwalla, Ex-Managing Contractor as well as against M/s. R.C.A. Ltd., the present Managing Contractor. The ground on which the claims against Sri P. D. Agerwalla are made are mentioned in paragraph 12 of their written statement, the relevant portion of which is quoted below:—

“(i) All the workmen concerned are entitled to notice under section 25F and retrenchment compensation under the Industrial Disputes Act.

(ii) The abandonment of the workmen by Sri P. D. Agerwalla without terminating their services in accordance with law is with ulterior motive to deprive the workmen of their legal dues,

(iii) There is no closure of Gonshadih Colliery and the same business continued to exist.

The abandonment of the 110 workmen by Sri P. D. Agerwalla is illegal, arbitrary and unjustified on the above mentioned ground.”

11. The ground on which claim against Raneegunge Coal Association Ltd. are made are mentioned in Paragraph 13 of the written statement of the Union, the relevant portion of which runs as follows:—

“The action of the Raneegunge Coal Association in refusing employment with effect from 17th of October, 1966 to all the 110 workmen who continued to be employed in Gonshadih Colliery is illegal, arbitrary and unjustified on the following grounds:—

(i) The refusal of employment without any notice u/s. 22 of the Industrial Disputes Act amounts to illegal lock-out.

(ii) The services of all the workmen in Gonshadih Colliery were continuous and had not been interrupted.

(iii) In any event when the business or the colliery had not been closed it was incumbent on M/s. R.C.A. Ltd. to give employment to all the workmen.

(iv) The refusal of employment on 17th October, 1966 by M/s. R.C.A. Ltd. was with ulterior motive and mala fide.”

12. The R.C.A. Ltd. filed written statement on 17th August, 1967. Their case is that since the workmen concerned were not the workmen of M/s. R.C.A. Ltd. at any time there could not be any industrial dispute between M/s. R.C.A. Ltd. and the workmen and as such M/s. R.C.A. Ltd. has unnecessarily been made a party to the present reference.

13. M/s. Raneegunge Coal Association Ltd. is only concerned with item No. 2 of the Schedule of the above reference.

14. Shri P. D. Agerwalla was a Managing Contractor of Gonshadih Colliery upto 15th August 1966. The R.C.A. Ltd. took the managing contract of this colliery with effect from 16th August 1966. No mine work or any other work was being carried on in 13 seam quarry in this colliery when M/s. R.C.A. Ltd. took over as the Managing Contractor of Gonshadih Colliery. The permission to work the above mentioned quarry was obtained by the R.C.A. Ltd. sometimes in the month of October, 1966.

15. The workmen mentioned in the Annexure were neither the workmen of M/s. R.C.A. Ltd. at any time nor did it undertake to re-employ them. M/s. R.C.A. Ltd. took over the managing contract of the Gonshadih Colliery from Sri Bishwanath Roy, Owner, without any liability prior to 16th August 1966 and the R.C.A.

Ltd. is not aware if the workmen mentioned in the Annexure or any one of them was employed at any time in 13 seam quarry by Sri Prabhudayal Agerwalla.

16. At the time of taking over Gonshadih Colliery by M/s. R.C.A. Ltd. they were handed over 'B' register and there were 246 employees and it appears from the register that the workmen mentioned in the annexure or any one of them were not employed in this colliery. The concerned workmen were neither the workmen of M/s. R.C.A. Ltd. nor there was any obligation on their part to re-employ them.

17. The workmen mentioned in the annexure or anyone of them even did not report themselves before M/s. R.C.A. Ltd. from the 17th October for re-employment and as such the question of refusing employment to the workmen concerned does not arise and therefore, the concerned workmen are not entitled to any relief.

18. Sri P. D. Agarwalla filed his written statement on 14th October 1968. His case is that he is concerned with item No. 1 of the Schedule of the reference. According to him he was appointed as Managing Contractor of Gonshadih Colliery belonging to Sri Biswanath Roy of Keshalpur House, Katrasgarh, Dhanbad by registered deed of Managing Contract dated 17th December 1959 and as such he worked till 15th August 1966. On 16th August 1966, the said Biswanath Roy proprietor of Gonshadih Colliery took over charge of the said colliery from him.

19. The grounds on which the claim of the workmen is resisted by Sri P. D. Agarwalla is given in para 4 of his written statement. The relevant portion of the same para is quoted below:—

- “(i) Sri P. D. Agarwalla was not employer so far as the aforesaid workmen were concerned. The aforesaid workmen were the employees of Sri Nandalal Sultania who was appointed as sub-contractor by him (P. D. Agarwalla) in respect of 13 seam quarry of Gonshadih Colliery for the purpose of removing the overburden and doing other miscellaneous work. The said workmen were employees of Sri Nandalal Sultania with whom he (P. D. Agarwalla) had nothing to do.
- (ii) Sri Nandalal Sultania is liable under the law to pay all the dues of the said workmen so far employed by him for removing the over burden of the quarry of Gonshadih Colliery.
- (iii) Sri Nandalal Sultania of Jharia is a necessary party in the present proceeding and there can be a final adjudication only if the said Sultania is added a party in the present proceeding.
- (iv) Sri Nandalal Sultania was entrusted with the removing of the over burden of 13 seam quarry as well as for supervising raising from 13 seam quarry.
- (v) For supervising coal raising Sri Sultania will get a sum of Rs. 2 per ton of coal raised from your petitioner and so far as the work of removing the over burden is concerned the said Sultania was to make payment to the labourers employed by him and Sri P. D. Agarwalla would advance from time to time money to him. As a matter of fact Sri P. D. Agarwalla advanced a sum of Rs. 1,33,714.92 to Sri Nandalal Sultania normally every week. Sri Sultania was to pay the dues of the labourers engaged by him.
- (vi) Sri Sultania although was liable to pay the dues of the labourers he simply made some payments and with a malicious intention got certain L.C. cases instituted against Sri P. D. Agarwalla as well as Raneegunge Coal Association and Sri Biswanath Roy.
- (vii) Sri P. D. Agarwalla is in no way liable to pay any compensation under Section 25FF inasmuch as the workmen concerned were never the employees of Sri P. D. Agarwalla.
- (viii) From 16th August 1966, M/s. Raneegunge Coal Association has taken over charge of the colliery from the contractor and M/s. Raneegunge Coal Association Ltd. is liable and not Sri P. D. Agarwalla for any dues, if any, of the workmen.
- (ix) The concerned workmen were never the workmen of P. D. Agarwalla and as such question of terminating their services did not and cannot arise at all.
- (x) The concerned workmen were employees of Sri Nandalal Sultania, and they never completed a year's service and as such are not entitled to any notice under section 25FF or any retrenchment compensation under the Industrial Disputes Act, and since the concerned workmen

were never the employees of Sri P. D. Agarwalla the question of terminating their service in accordance with law does not arise.

(xi) If the workmen were ever employed by Sri P. D. Agarwalla their names would have definitely found place in the statutory register which were maintained by Sri P. D. Agarwalla in accordance with the Rules.

(xii) The concerned workmen never submitted any claim either individually or collectively to Sri P. D. Agarwalla for payment of any compensation and other dues."

20. The workmen filed a rejoinder against the written statement of M/s. Rance-gunge Coal Association on 28th October, 1968. In the rejoinder they have stated that the mining operations were being carried out in 13 seam prior to or after 16th August 1966. The work of earth, stone cutting and overburden removal was being carried on, before or after 16th August, 1966.

21. Shri P. D. Agarwalla had already the permission to work and thus raised coal. Since however, he did not carry out benching operations in accordance with law, therefore, this permission was withdrawn. However, for cutting earth, stone and overburden etc. no permission was required under law.

22. M/s. R.C.A. Ltd. got the permission renewed after proper benching in accordance with law.

23. The workmen were the employees of Gonshadih Colliery therefore, M/s. R.C.A. Ltd., Managing Contractor and the new management of the colliery was bound to continue them in their original employment without causing any break in their service, and according to the concerned workmen this refusal of work by M/s. R.C.A. Ltd. be declared as illegal, unjustified and arbitrary amounting to illegal lock out and that the R.C.A. Ltd., Managing Contractor be directed to lift the illegal lock out, provide work to all the 110 workmen and pay full wages to the workmen from 16th August 1966 till date in case the Tribunal holds that the workmen had not been abandoned by Sri Prabhudayal Agarwalla and they became the employees of M/s. R.C.A. Ltd. after the change of management.

24. The workmen also filed another rejoinder to the written statement of Sri P. D. Agarwalla on 28th October 1968. In their rejoinder the Union denied that the involved workmen in the present reference were the employees of Sri Nandlal Sultania alleged to be a Sub-contractor or any one else than Sri P. D. Agarwalla. All the workmen were never the employees of Sri Nandlal Sultania. All the concerned workmen were appointed by Shri P. D. Agarwalla in Gonshadih Colliery as is clear from the order of the Central Government Labour Court, Dhanbad and the concerned workmen were never the employees of Sri Nandlal Sultania or any one else except Sri P. D. Agarwalla and therefore, only Sri P. D. Agarwalla is bound to pay to the workmen.

25. If Sri P. D. Agarwalla had kept the workmen in his employment then he could not abandon them under the Industrial Law without paying them compensation as per the provisions of Section 25F or 25FF after terminating their services by giving one month's wages or one month's pay in lieu thereof.

26. All the workmen were employees of Gonshadih Colliery appointed by Sri P. D. Agarwalla and consequently it was incumbent on Sri P. D. Agarwalla or the management of Gonshadih Colliery to terminate the services of the workmen in case they were not to be employed in Gonshadih Colliery.

27. In their rejoinder they, however, reiterated the point that even from 16th August, 1966 till 17th October, 1966, the workmen were working in Gonshadih Colliery and removing the over burden by cutting stone and earth etc. It was only for raising coal, that permission is required. For removing overburden no permission is required to be taken by the department of mines. The fact that R.C.A. Ltd. obtained the permission to raise coal by working the mine sometimes in October, 1966 itself shows that the quarry was ready for working which means that earth and stone had been cut and had infact been cut.

28. On behalf of the Union 3 witnesses were examined. WW-1 is Sri Sagar Chandra Banerjee, the workmen mentioned in serial No. 2 WW-2 is Sri Anant Sharma the Secretary of the Bihar Kowala Mazdoor Sabha. WW-3 is Sri S. N. Basu, who is a formal witness and has proved Ext. W-16. 16 items of documents were also exhibited on behalf of the workmen and they are marked Ext. W-1 to W-16.

29. On behalf of M/s. R.C.A. Ltd one witness was examined viz. Sri N. C. Mukherjee, who is the Head Clerk of Gonshadih Colliery since 1949. MW-2 Sri Jagat Mohan Prasad has been examined on behalf of Sri P. D. Agarwalla. He has proved Ext. W-10 which is in his pen. MW-3 is Sri R. N. Sen. He is also a witness on behalf of Sri P. D. Agarwalla and he has proved Ext M-8. 7 items of documents were exhibited on behalf of M/s. R.C.A. Ltd., and they are marked Ext. M-1 to M-7. Only one document has been exhibited on behalf of Sri P. D. Agarwalla and it was marked Ext. M-8.

30. There are certain admitted facts in this case (i) Sri Biswanath Roy is the proprietor of the Gonshadih Colliery. (ii) By an indenture of Managing Contract, dated 17th December, 1959 Sri P. D. Agarwalla, was appointed the Managing Contractor from 10th November, 1959.

(iv) Sri P. D. Agarwalla surrendered their Managing Contract with effect from 15th August, 1966.

(v) After the surrender of the Managing Contract by Sri P. D. Agarwalla, the same was given to M/s. Raneegunge Coal Association Ltd., with effect from 16th August, 1966.

(vi) Since after the 16th August, 1966 the Raneegunge Coal Association is incharge of management of the colliery.

31. In the order of the reference there are 2 items in the Schedule. I shall first take up item No. 2 of the Schedule of reference which concerns only Raneegunge Coal Association Ltd.

32. The case of the concerned workmen against M/s. R.C.A. Ltd. is mentioned in paragraphs 11 and 12 of the rejoinder filed by the workmen on 28th October, 1968. The entire claim of the workmen against R.C.A. Ltd. is summarised in paragraphs 11 and 12. At the cost of the repetition I am quoting paragraphs 11 and 12 of the rejoinder of the workmen.

Paragraph 11.—The workmen were the employees of Gonshadih Colliery therefore, M/s. R.C.A. Ltd., Managing Contractor and the new management of the colliery was bound to continue them in their original employment without causing any break in their service.

Paragraph 12.—It was only when the workmen had filed claim application before the Central Government Labour Court against M/s. R.C.A. Ltd., that the management of M/s. R.C.A. Ltd. got infuriated and refused employment to workmen. This refusal of work to 110 workmen in a body amounts to lock out and the same is illegal as no notice has been given u/s. 22 of the Industrial Disputes Act, 1947. Therefore, the refusal to work by M/s. R.C.A. Ltd. be declared as illegal, unjustified and arbitrary amounting to illegal lock out and the management of M/s. R.C.A. Ltd., Managing Contractor be directed to lift the illegal lock out, provide work to all the 110 workmen and pay full wages to the workmen from 16th August 1966, till date in case the Tribunal holds that the workmen had not been abandoned by Sri P. D. Agarwalla and they became the employees of M/s. R.C.A. Ltd after the change of management since the services of the workmen had not been terminated in accordance with law."

33. The law on this point is contained in Section 25FF of the Industrial Disputes Act, 1947, which runs as follows:—

"Where the ownership or management of an undertaking is transferred, whether by agreement or by operation of law, from the employer in relation to that undertaking to a new employer, every workman who has been in continuous service for not less than one year in that undertaking immediately before such transfer shall be entitled to notice and compensation in accordance with the provisions of Section 25F, as if the workman had been retrenched:

Provided that nothing in this section shall apply to a workman in any case where there has been a change of employers by reason of the transfer, if:—

- (a) the service of the workman has not been interrupted by such transfer;
- (b) the terms and conditions of service applicable to the workman after such transfer are not in any way less favourable to the workman than those applicable to him immediately before the transfer; and

- (c) the new employer is, under the terms of such transfer or otherwise, legally liable to pay to the workman, in the event of his retrenchment compensation on the basis that his service has been continuous and has not been interrupted by the transfer."

34. Before entering into the fact of this case I like to cite the Supreme Court case of *Anakapalla Co-operative Agricultural and Industrial Society and its workmen and others*, reported in 1962(2) L.L.J., 621. It is a leading case on Section 25FF. In this case their Lordship have given the grounds on consideration of which Section 25FF was enacted. From that judgement I quote below the circumstances and grounds on consideration of which Section 25FF was enacted. In this connection their Lordship have made the following observations:

"That takes us to the question as what would be the nature of the appellant's (employers) liability to the employees of the Company. Before Section 25F was introduced in the Act in 1956 this question was considered by industrial adjudication on general considerations of fairplay and social justice. In all cases where the employees of the transferor concern claimed re-employment at the hands of the transferee concern, industrial adjudication first enquired into the question as to whether the transferee concern could be said to be a successor-in-interest of the transferor concern. If the answer was that the transferee was a successor-in-interest in business, then industrial adjudication considered the question of re-employment in the light of broad principles..... Sometimes, the claim for re-employment was allowed, or sometimes the claim for compensation was considered. But it is significant that no industrial decision has been cited before us prior to 1956 under which the employees were held entitled to compensation against the vendor employer as well as re-employment at the hands of the purchaser on the ground that it was a successor-in-interest of the vendor."

"It was in the background of this broad position which had evolved out of industrial adjudication that the legislature enacted section 25FF on September, 4, 1956. Subsequently Section 25FF was amended by Act XVIII of 1957 on June, 6, 1957. The amended Section 25FF provides that though termination of services on transfer may not be retrenchment, the workmen concerned are entitled to compensation as if the said termination was retrenchment."

"The double benefit in the form of payment of compensation and immediate re-employment cannot be said to be based on any considerations of fairplay or justice. Fairplay and justice obviously mean fairplay and social justice to both the parties. It would, we think, not be fair that the vendor should pay compensation to his employees on the ground that the transfer brings about the termination of their services, and the vendee should be asked to take them back on the ground that the principles of social justice require him to do so."

35. In order to get relief of reinstatement with continuity of service from the R.C.A. Ltd., the workmen will have got to show that there was a transfer of the ownership or management of an undertaking from one employer to another by (a) agreement or (b) operation of law. Over and above this, the workmen have got to show that their case comes under the proviso of Section 25FF i.e. (a) if the services of the workmen have not been interrupted by such transfer; (b) the terms and conditions of service applicable to the workman after such transfer are not in any way less favourable to the workman than those applicable to him immediately after the transfer; and (c) the new employer is, under the terms of such transfer or otherwise, legally liable to pay to the workman, in the event of his retrenchment, compensation on the basis that his service has been continuous and has not been interrupted by the transfer.

36. In all cases where the employees of the transferor concern claimed re-employment at the hands of the transferee concern, industrial adjudication first enquired into the question as to whether the transferee concern could be said to be a successor-in-interest of the transferor concern or in other words whether the R.C.A. Ltd., is a successor-in-interest of Sri P. D. Agarwalla.

37. In order to get relief from the R.C.A. Ltd., the workmen have got to show that M/s. R.C.A. Ltd., the present managing contractor is successor-in-interest of the previous managing contractor Sri P. D. Agarwalla. In para 8 of their written statement, the R.C.A. Ltd., have made the following statements:

"M/s. R.C.A. Ltd. took over the Managing Contract of the Gonshadih Colliery from Sri Rishwanath Roy, Owner, without any liability prior to 16th August, 1968."

38. In para 3 of the written statement Sri P. D. Agarwalla has made the following statements:—

"By registered deed of Managing Contract dated 17th December 1959 Sri P. D. Agarwalla was appointed as managing contractor of Gonshadih Colliery and worked there till 15th August, 1966. On 16th August, 1966, the said Bishwanath Roy proprietor of Gonshadih Colliery took over charge of the said colliery from Sri P. D. Agarwalla."

39. The workmen filed their rejoinder against M/s. R.C.A. Ltd., on 28th October 1968 and in para 8 of the rejoinder they made the following statement:—

"The contents of Para 8 of the written statements of Messrs Roneegunge Coal Association Ltd. is admitted." i.e. R.C.A. Ltd. took over the Managing Contractorship of the Gonshadih Colliery from Sri B. N. Roy, the Owner without any liability prior to 16th August, 1966.

40. MW-1 is Sri N. C. Mukherjee. He has stated in his evidence that "he was working as a Head Clerk at Gonshadih Colliery since 1949 October and at that time Sri B. N. Roy was the Owner of the colliery and that Sri P. D. Agarwalla was appointed managing contractor with effect from 16th August 1959 and that Sri P. D. Agarwalla continued as managing contractor of this colliery upto 15th August 1966. M/s R.C.A. Ltd. took the Managing Contract with effect from 16th August 1966. Sri P. D. Agarwalla surrendered the property to the Owner Sri B. N. Roy on 15th August 1966. The R.C.A. Ltd. took over the managing contractorship with effect from 16th August, 1966 from the Owner, Sri B. N. Roy."

41. Therefore, from pleading and evidence it is clear that Sri P. D. Agarwalla surrendered the Managing Contractorship to the Owner Sri B. N. Roy and M/s. R.C.A. Ltd. took over the same from Sri B. N. Roy, Owner by an independent deed (Ext. M-6). Therefore, M/s. R.C.A. Ltd. can not be said to be successor-in-interest of the previous Managing Contractor Sri P. D. Agarwalla.

42. An attempt was made on behalf of Sri P. D. Agarwalla to make M/s. R.C.A. Ltd., the successor-in-interest of Sri P. D. Agarwalla. MW-3 Sri R. N. Sen, who appeared as a witness on behalf of Sri P. D. Agarwalla was the despatch clerk of Sri P. D. Agarwalla at the Central Office at Jharia. He made the following statements in his evidence:—

"The Managing Contractorship of Sri P. D. Agarwalla was upto 15th August, 1966. We made over charge of Gonshadih Colliery to M/s R.C.A. Ltd. The persons present at the time of handing over charges were Sri B. N. Roy, Mr. Grewal, Mr. Basu, Nabin Mukherjee, P. D. Agarwalla and himself. I do not know what happened after 15th August, 1966."

43. On the aforesaid statement of Sri R. N. Sen, Sri T. P. Chaudhury, Advocate appearing on behalf of Sri P. D. Agarwalla submitted before me that on 15th August 1966, there was a tripartite agreement among (i) M/s. R.C.A. Ltd. (ii) Sri P. D. Agarwalla and (iii) Sri B. N. Roy and that the handing over by Sri P. D. Agarwalla to Sri B. N. Roy and handing over by the Owner Sri B. N. Roy to M/s. R.C.A. Ltd. were part of the same transaction.

44. Firstly this important fact was not pleaded in the written statement of Sri P. D. Agarwalla. On the other hand the workmen have admitted "that what is stated in para 8 of the written statement of M/s. R.C.A. Ltd. is correct," i.e. R.C.A. Ltd. took over the managing contract of Gonshadih Colliery from Sri B. N. Roy, the Owner. Moreover, it is the statement of Sri R. N. Sen, who was only a despatch clerk of Sri P. D. Agarwalla. Sri P. D. Agarwalla or any of his more responsible officer have not pledged their oath on this point. No minute book of that proceeding or any paper has been produced before me in this connection by Sri P. D. Agarwalla.

45. I am therefore, not prepared to accept the oral testimony of Sri R. N. Sen, MW-3. In this view of the evidence I hold that M/s. R.C.A. Ltd. is not the successor-in-interest of Sri P. D. Agarwalla.

46. Even supposing that M/s. R.C.A. Ltd. are the successor-in-interest of Sri P. D. Agarwalla, we have got to see whether the three conditions laid down in proviso of Section 25FF have been fulfilled.

47. Reading Section 25FF as a whole, it does appear that unless the transfer falls under the proviso, the employees of the transferred concern are entitled to

claim compensation against the transferor and they cannot make any claim for re-employment against the transferee of the undertaking.

48. Ext. M-5 is the indenture of Managing Contract between Sri B. N. Roy, the Owner and M/s. R.C.A. Ltd. In this connection the relevant portion appears in para 5 and 10 of the deed indenture (Ext. M-5). The material portion of Ext. M-5 runs as follows:—

Para 5.—“The managing contractors shall keep and maintain at their cost such staff employees and labour, etc. including Manager, Surveyor, Doctor and all other staff, as may be necessary to be kept and maintained for efficient running and working of the colliery and all costs and expenses for working the colliery and for development of the same including the payment of salary and wages of the manager and other employees staff and labour and their Provident Fund, Bonus, Gratuity and other dues from the date of commencement of the contract will be borne and paid by the Managing Contractors.”

“The Managing Contractors shall have full right and liberty regarding the appointment, dismissal, leave and all other terms and conditions of service of such employees and staff and they shall be fully responsible for any consequences arising out of the dismissal or discharge of any such staff or employees.”

“The Managing Contractors agree to absorb in their employment as many staff and employees at present employed thereby the owner as practicable. The Managing Contractors shall not be in any way liable for any gratuity payable on retrenchment or any other dues of any staff, employees or labour of the previous contractor and it will be open to the Managing Contractors to dispense with the services of all such staff and employees within ten days from the date of taking over the colliery after that date owner's liability shall cease.”

49. The relevant portion of para 10 runs as follows:

“The managing contractors shall not be in any way liable for the dues and liabilities of the colliery or of the owner and/or of the previous managing contractors thereof, royalty and commission payable to the superior landlords or to the State for the period prior to the date of this contract which will be borne and paid by the Owner and that similarly the Managing Contractors shall have no claim to the present outstanding dues and payable to the Owner by the Customers and Debtors of the firm and also other dues and money payable to the Owner for the period prior to the commencement of the contract.”

50. It will be evident that para 5 of the indenture does not guarantee continuity of service because according to the deed it will be open to the Managing Contractors (R.C.A. Ltd.) to dispense with the services of all such staff and employees within ten days from the date of taking over the colliery.

51. According to clause (b) of the proviso the terms and condition of service applicable to the workmen after such transfer are not in any way less favourable to the workman than those applicable to him immediately before the transfer. The deed of indenture (Ext. M-5) is also silent on this point.

52. According to clause (c) of Section 25FF the new employer i.e. R.C.A. Ltd. is legally liable to pay to the workmen, in the event of his retrenchment, compensation on the basis that his service has been continuous and has not been interrupted by the transfer. The deed of indenture (Ext. M-5) is also silent on this point. Therefore, the workmen can not claim for re-employment against the transferee of the undertaking i.e. R.C.A. Ltd.

53. The second line of defence of the R.C.A. Ltd. is that these 110 workmen were never in employment with R.C.A. Ltd. and that they never continued in their employment after Sri P. D. Agrawalla left the Managing Contractship. In this connection the R.C.A. Ltd. have filed certain papers. Ext. M-4 is a letter dated 10th May 1966 addressed by the Dy. Chief Inspector of Mines, Northern Zone, Dhanbad to the Owner of Gonshadih Colliery. In this letter it was mentioned that an inspection of the mine by Sri B. K. Sharan, Inspector of Mines on 13th April, 1966 revealed that the directives given by a notice under regulation 103 of Coal Mines Regulations, had not been complied with even at the expiry of the stipulated period and therefore, they prohibited further extraction of coal from the quarry till the requirements of the above quoted letter are complied with and this order is vacated in writing.

54. Ext. M-3 is another letter dated 28th September, 1966 addressed by the Regional Inspector of Mines, Dhanbad to the Owners of the Gonshadih Colliery. In this letter it was mentioned that during the inspection the benches in the quarry were found not in compliance with the provisions of Regulations 98 and therefore, the permission for resumption of coal raising from that quarry was not permitted.

55. Ext. M-2 is a letter dated 3rd October 1966 addressed by the Manager of the Gonshadih Colliery to the Dy. Chief Inspector of Mines, Northern Zone. In this letter it was mentioned that previously number 13 seam was being worked by open cast method but recently they have provided the seam by bore holes and have named No. 1 quarry, No. 2 quarry and so on and that they have made benches according to the provisions of Regulations 98 in No. 1, 2 and quarries and therefore, they sought permission to raise coal from No. 1, 2 and 3 quarries.

56. Ext. M-1 is the letter dated 13th October, 1966 addressed by the Deputy Chief Inspector of Mines, Dhanbad to the Manager, Raneegunge Coal Association Ltd. In this letter it was mentioned that since benches have been provided in quarries, Nos. 1, 2 and 3, they have no objection in permitting resumption of normal work in the quarries.

57. These exhibits M-1 to M-5 have been filed in order to show that the mining operation was stopped from 13th April 1966 when Sri B. K. Sharma, Inspector of Mines found certain irregularities according to Coal Mines Regulations, 1957 and permission to resume normal work was accorded on 13th October, 1966. From these papers it has been argued on behalf of M/s. R.C.A. Ltd. that there was no mining operation during the period from 13th April 1966 to 13th of October, 1966. The R.C.A. Ltd. took managing contractorship on 16th August, 1966 and therefore, their case is that these 110 workmen can not be employees of the R.C.A. Ltd.

58. The mining work was stopped between the period 13th April, 1966, till 13th October, 1966. The case of the workmen in this connection is mentioned in para 5 and 6 of their rejoinder dated 28th October, 1968. Their case is that Sri P. D. Agarwalla had already permission to work and raise coal. Since however, he did not carry out benching operations in accordance with law, therefore, the permission for raising coal was withdrawn. However, for cutting earth, stone and overburden etc., no permission was required under law. M/s. R.C.A. Ltd., got the permission renewed for raising coal after proper benching in accordance with law was complied with and that the mining operation, so far earth cutting and removal of overburden was being carried out in 13 seam prior to or after 16th August, 1966.

59. In this connection the case of Sri P. D. Agarwalla is stated by MW-2 Sri Jagat Mohan Prasad. He has stated in his evidence that the workmen employed to remove the overburden were the labourer of Sri Nand'al Sultanla. MW-1 Sri N. C. Mukherjee is a witness on behalf of M/s. R.C.A. Ltd. In his evidence he has stated that on 16th August, 1966, the 13 seam quarry was not working, and that the quarry No. 13 seam was started working with effect from the 12th October, 1966. Before starting the quarry the permission was obtained by the R.C.A. Ltd., from the Department of Mines. Before restarting the 13 seam quarry the R.C.A. Ltd., rectified the defects. Sri J. N. Singh, contractor was engaged by R.C.A. to do the rectification work and he has brought the workmen from Kustore Colliery.

60. Therefore, according to the R.C.A. Ltd., these 110 workmen were not in employment on 16th August, 1966 when the R.C.A. Ltd., took over the managing contractorship and in this connection they have relied upon the Ext. M-1 to M-4, mentioned above.

61. The third line of defence of the R.C.A. Ltd., is that these workmen were not the workmen of Sri P. D. Agarwalla. In this connection they have relied on Ext. M-7 which has been proved by Sri N. C. Mukherjee, MW-1. He has stated in his evidence as follows:—

“Ext. M-7 is the form B register of Gonshadih Colliery and that this was originally prepared during the time when the owner was running the mine and when Sri P. D. Agarwalla took over as managing contractorship this form B register continued. Subsequently the custody of this register was handed over by the Owner Sri B. N. Roy to the R.C.A. This form B register is in the pen of Sri R. P. Chatterjee with whose handwriting he is familiar. No other form B register was maintained.”

62. In the cross-examination of the union he has further stated that “form B register is not maintained in respect to the workmen of contractors. The contractors only maintain the attendance registers of their workmen. There is one

attendance register for the contractor's workmen and another register for the employees appointed directly." The form B register is maintained under section 48 of the Mines Act read with section 37 of the Mines Regulations, 1957.

63. The case of Sri P. D. Agarwalla in this connection is mentioned in para 4(q) which I quote below:—

"Shri P. D. Agarwalla submits that if the workmen were ever employed by him their names would have definitely found place in the statutory registers which were maintained by him in accordance with the Rules."

64. On these grounds it was argued before me that these concerned workmen were not the men of Sri P. D. Agarwalla.

65. The Union has filed Ext. W-10. It is form D register i.e. attendance register for the surface workers with effect from the week ending 26th June, 1966 to week ending 15th October, 1966. This register has been filed by the Union in order to show that these concerned workmen continued to work when the R.C.A. Ltd. took over the managing contractorship of the concerned on 16th August, 1966. It is proved by MW Sri Jagat Mohan Prasad, a witness on behalf of Sri P. D. Agarwalla. In his evidence he has stated "that Ext. W-10 is in his pen and that the attendance register shows the attendance of all the concerned workmen till 15th October, 1966. But he further added that Sri Nandlal Sultania was a Contractor on behalf of Sri P. D. Agarwalla and that he was appointed by Sri Nandlal Sultania and the concerned workmen, who were employed to remove the overburden were the labourer of Sri Sultania. In the cross-examination he admitted that the names of these concerned workmen were not entered in form B register in Gonshadih colliery."

66. Therefore, according to him these 110 concerned workmen were not the workmen of Sri P. D. Agarwalla but were the labourers of Sri Nandlal Sultania and their names are not mentioned in form B register of Sri P. D. Agarwalla.

67. This register (Ext. W-10) has been filed before this Tribunal for the first time. It was not produced before the Labour Court or before the Conciliation Officer. It is in the pen of Sri Jagat Mohan Prasad, who was an ex-employee of Sri Nandlal Sultania

68. MW-2 Sri Jagat Mohan Prasad has stated in his evidence that at the relevant time Sri K. N. Pandey was the Manager of the Gonshadih Colliery. It was argued before me that the signature of Sri Pandey appears in Ext. W-10 in the week ending 21st August, 1966 to 27th August, 1966. My attention has been directed to the signature of Sri K. N. Pandey, the Manager in order to show the genuineness of Ext. W-10. In the form D register, which is the attendance register for the surface workers there is no separate column for the signature of the manager. But MW-2 Sri Jagat Mohan Prasad has stated in his evidence that though there is no column for signature of the Manager in Ext. W-10 but still the signature of the Manager used to be taken.

69. It was suggested to this witness MW-2 that the attendance register Ext. W-10 is kept in the attendance cabin and it is not to be signed by the Manager. To this question he gave rather evasive reply that the attendance register used to be previously signed by the Manager and therefore, he also used to take the signature of the Manager.

70. The facts remain that in Ext. W-10 there is no column for the signature of the Manager. The signature of the Manager was also not regularly obtained in Ext. W-10. The Manager, Sri K. N. Pandey has not been examined by the workmen. According to the workmen he has been won-over by the management of R.C.A. Ltd. and therefore, he has not come to the witness box.

71. On the other hand it was argued before me on behalf of the R.C.A. Ltd. that the Manager Sri K. N. Pandey wanted to help the workmen and therefore, he signed on only one date i.e. for the week ending 21st August, 1966 to 27th August, 1966, during which period the R.C.A. Ltd. took over the Managing contract of the Gonshadih Colliery. His signature has not been obtained on other dates. The question remains what prompted him to put his signature on this particular date. No satisfactory explanation has been given before me as to why Sri K. N. Pandey signed only on one date in August, 1966 when the R.C.A. Ltd. had taken over.

72. It was further argued before me that the R.C.A. Ltd. is a big concern and they have got their own attendance Registers and attendance clerks and there

was no reason as to why Sri Jagat Mohan Prasad MW-2 will continue to write on the registers maintained either by Sri P. D. Agarwalla or Nandlal Sultania.

73. Under these circumstances it is difficult to place reliance on Ext. W-10 in order to show that these concerned workmen continued to work even after the R.C.A. Ltd. took over the managing contractorship of Gonshadih Colliery.

74. The Union has filed a letter addressed by Sri K. N. Pandey, Manager to Sri Sagar Chandra Banerjee. It is, as a matter of fact a certificate granted by Sri K. N. Pandey to Sri Sagar Chandra Banerjee, WW-1. In this letter it has been stated that Sri Sagar Chandra Banerjee has been working as a quarry Supervisor at No. 13 seam quarry since January, 1965 at our Gonshadih Colliery and that he has very good knowledge about the quarry work and he is serving the Co. without any complaint.

75. This certificate is dated 29th August, 1966. In the argument it was submitted by Sri S. S. Mukherjee, Advocate appearing on behalf of the R.C.A. Ltd. that Sri K. N. Pandey wanted to help the workmen and therefore, he granted this certificate (Ext. W-7). As a matter of fact there was no necessity of granting the certificate on 29th August, 1966. This certificate was granted in order to help the workmen so that the workmen can show in the evidence that on 29th August, 1966 Sri Sagar Chandra Banerjee was working with R.C.A. Ltd.

76. The point is that Sri K. N. Pandey has not come to the witness box. Therefore, legally this certificate has not been proved as Sri K. N. Pandey has not been examined. On this point Sri K. N. Pandey has not put his oath nor his statement has been tested by cross-examination. On behalf of the workmen there is no satisfactory explanation under what circumstances this certificate (Ext. W-7) was granted to the concerned workman and what was the occasion of granting this particular certificate to the concerned workman.

77. Under these circumstances it is difficult to place any reliance on this certificate (Ext. W-7).

78. The case of Sri P. D. Agarwalla is that the aforesaid 110 workmen were the employees of Sri Nandlal Sultania, who was appointed as sub-contractor by him to remove the overburden and doing other miscellaneous work in 13 seam quarry of Gonshadih colliery and it was agreed that for supervising coal raising the said Sri Sultania will get a sum of Rs. 2/- per tonnage of coal raised by Sri P. D. Agarwalla and so far as the work of removing the overburden the said Sri Nandlal Sultania was to make payment to the labourers employed by him and Sri P. D. Agarwalla would advance money from time to time to Sri Sultania. As a matter of fact Sri P. D. Agarwalla advanced a sum of Rs. 1,33,714.92 to Sri Nandlal Sultania normally every week.

79. In this connection Sri P. D. Agarwalla has filed a register (Ext. M-8). It is proved by MW-3 Sri R. N. Sen. He has made the following statement in his examination-in-chief on this point:

"69 payments were made by Sri P. D. Agarwalla to Sri Nandlal Sultania after obtaining proper signature on revenue stamp. All the 69 payments are recorded in this register. The first payment was made on 24th January, 1965 and the last payment was made on 13th April, 1966. Between this period 69 payments were made."

80. This witness was cross-examined on behalf of the Union. The cross-examination is very brief and covers about 15 lines. In the cross-examination the Union has never challenged the genuineness of this register, nor have denied one payments made by Sri P. D. Agarwalla to Sri Sultania. In the cross-examination on behalf of the R.C.A. Ltd. MW-3 admitted whatever work was done by Sri Nandlal Sultania payments were made by Sri P. D. Agarwalla. The last payment to Sri Nandlal Sultania by Sri P. D. Agarwalla is said to have been made for the working in 13 seam quarry till 13th April, 1966. This date is very very important because on that date an inspection was made by Sri B. K. Sharan, Inspector of Mines and he prohibited further extraction of coal from the quarry till the requirements of Coal Mines Regulations were complied with.

81. Ext. M-4 shows that the working in 13 seam quarry continued till 13th April, 1966 and Ext. M-1 shows that the work was again resumed on 13th October, 1966. Therefore, Ext. M-8 read with Ext. M-4 got to show that these concerned workmen were not working in Gonshadih Colliery on 16th August, 1966, when R.C.A. Ltd. became the Managing Contractor of the said colliery, became the Managing Contractor of the said colliery.

82. Therefore, in brief my finding is that Sri P. D. Agarwalla surrendered Gonshadih Colliery to Sri B. N. Roy on 15th August, 1966 and the R.C.A. Ltd., took

over independently from Sri B. N. Roy by an independent deed of indenture Ext. M-5 and therefore, the operation of Section 25 FF is exhausted when Sri P. D. Agarwalla surrendered the managing contractorship to Sri B. N. Roy. In this view of the case the Raneegunge Coal Association cannot be considered to be the successor-in-interest to Sri P. D. Agarwalla. Moreover, paras 5 and 10 of Ext. M-5, the deed of indenture does not show that the case of the R.C.A. Ltd., comes under the proviso of Section 25 FF.

83. The names of these concerned 110 workmen are also not mentioned in the form B register (Ext. M-7) which was handed over to R.C.A. Ltd., by Sri P. D. Agarwalla.

84. The evidence discussed above go to show that these 110 workmen did not work after 16th August, 1966, i.e., when the R.C.A. Ltd., took over the managing contractorship of Gonshadih Colliery.

85. In this view of the case I hold that the question of refusing employment to these 110 workmen with effect from the 17th of October, 1966, by M/s. R.C.A. Ltd., does not arise.

86. I shall now deal with item No. 1 of the reference. Only Sri P. D. Agarwalla is concerned with item No. 1 of the reference. His case is that he is not liable to pay any compensation under Section 25 FF as the concerned 110 workmen were never his employees and that the aforesaid 110 workmen were the employees of Sri Nandlal Sultania and that he was not the employer of these concerned workmen. He further submitted that Sri Nandlal Sultania was a necessary party in the present proceeding and there can be a final adjudication only if Sri Nandlal Sultania is added a party in the present proceeding.

87. Sri P. D. Agarwalla filed a petition before this Tribunal on the 5th of August, 1970, praying the Tribunal to add Sri Nandlal Sultania as a party to the proceeding. It has been contended in that petition that the concerned workmen were employed by the said sub-contractor Sri Nandlal Sultania and that Sri P. D. Agarwalla has nothing to do with the same. It was further contended in that petition that as per terms of the agreement between Sri Nandlal Sultania and Sri P. D. Agarwalla the former was to get a sum of Rs. 2 per tonnage of coal raising for supervising the work and that Sri P. D. Agarwalla had been advancing money every week to Sri Sultania for paying these employees.

88. It was further contended that Sri Nandlal Sultania instead of paying wages to the labourer kept all the money with him. For the recovery of the money from Sri Sultania Sri P. D. Agarwalla had to institute a suit in the Court of Sub-ordinate Judge, First Court, Dhanbad, being Money Suit No. 105 of 1968.

89. This prayer of Sri P. D. Agarwalla vehemently opposed by the Union. It was submitted on behalf of the workmen that the concerned workmen in the dispute had no relation with Sri Nandlal Sultania, sub-contractor appointed by Sri P. D. Agarwalla and that the dispute between Sri P. D. Agarwalla and Sri Nandlal Sultania is quite irrelevant to the present proceeding. It was also argued before me on behalf of the Union that the workmen's claim is against only Sri P. D. Agarwalla and that the workmen claim no relief against Sri Nandlal Sultania and that the workmen will get an effective and complete relief from Sri P. D. Agarwalla.

90. According to the workmen their claim would be effective and enforceable in presence of Sri P. D. Agarwalla and that adding Sri Nandlal Sultania is not necessary for getting an effective and enforceable relief. On these grounds the prayer of Sri P. D. Agarwalla was rejected by me on 5th August, 1970 and Sri Nandlal Sultania was not made party.

91. The present 110 workmen filed 3 applications under sub-section 2 of Section 33C of the Industrial Disputes Act, 1947 being application No. 105, 106 and 107 of 1966, for computation of benefits claimed by them. Application No. 105 of 1966 is in respect of 94 concerned workmen, application No. 106 of 1966 is in respect of 13 concerned workmen and application No. 107 is in respect of 3 concerned workmen i.e. to say that all the concerned 110 workmen filed applications before the Central Government Labour Court, Dhanbad under Section 33C(2) of the Industrial Disputes Act, 1947.

92. In view of the fact that the claim of the present 110 workmen was similar and was against the same parties, the 3 applications No. 105, 106 and 107 of 1966 were heard together and were disposed of by one common order.

93. Sri D. Narsingh, Advocate appeared in that case on behalf of Sri P. D. Agarwalla. On 22nd April, 1967 Sri D. Narsingh submitted an application for adjournment on the ground that he intended to file writ petition before the Honble High Court against the order passed by the Central Government Labour Court, Dhanbad on 20th March, 1967. But the prayer for adjournment by Sri D. Narsingh was rejected by the Court. When the prayer of Sri D. Narsingh was rejected, on the ground shown in the order passed, at that stage Sri D. Narsingh reported that he had to seek further instructions from his client for proceeding with the case in view of rejection of the adjournment and, so stating left the Court. Consequently, the case proceeded in accordance with Rule 22 of the Industrial Disputes (Central) Rules, 1957.

94. Again Sri D. Narsingh, the Advocate appearing on behalf of Sri P. D. Agarwalla filed an application on 26th April, 1967 stating that against the order passed by this Court on 20th March, 1967 Sri P. D. Agarwalla has filed two Civil Revisions and that as such the case should be adjourned for 15 days and the Court actually adjourned the case beyond 15 days as prayed for. But even on the adjourned date Sri D. Narsingh, Advocate of Sri P. D. Agarwalla did not produce any order staying further proceedings in the case till that date and therefore, the Court proceeded in the absence of Sri P. D. Agarwalla.

95. The learned Labour Court, Dhanbad has also observed in his order that there was no cross-examination of the witnesses on behalf of Sri P. D. Agarwalla as he chose not to participate in the enquiry.

96. WW-2 is Sri Anant Sharma, the Secretary of the Bihar Koyala Mazdoor Sabha. He was cross-examined on behalf of Sri P. D. Agarwalla and a question was put to this witness 'if the L.C. case against Sri P. D. Agarwalla was decided *ex-parte*', to which he gave an evasive reply. In this connection he stated in his cross-examination as follows:—

"I do not recollect if the L.C. cases against Sri P. D. Agarwalla were decided *ex-parte*."

97. On this ground it was submitted before me by Sri T. P. Chaudhury, the learned Advocate, appearing on behalf of Sri P. D. Agarwalla that the present claim against Sri P. D. Agarwalla is not for the payment of wages but retrenchment compensation. The L.C. cases were filed under Section 33C(2) of the Industrial Disputes Act, 1947. He further submitted that the "payment of wages" and the "retrenchment compensation" are quite different concepts in Industrial Law governed by their special rules.

98. On the aforesaid grounds he submitted that the 3 judgments of the Labour Court in that L.C. case No. 105, 106 and 107 of 1966 do not operate *res judicata*. He further submitted that in the L.C. case Shri P. D. Agarwalla was not represented by his lawyer during the hearing of the case and the cases were decided in his absence.

99. The case against Sri P. D. Agarwalla mentioned in item No. 1 of the reference is governed by the first part of Section 25FF. In the present case there was a transfer of management from Sri P. D. Agarwalla to Sri B. N. Roy. Therefore, the question of determination is whether the concerned 110 workmen are entitled to notice and compensation in accordance with the provisions of 25FF as if the workmen have been retrenched or in other word the simple question for determination in this case is whether Sri P. D. Agarwalla is liable to pay retrenchment compensation.

100. In order to make Sri P. D. Agarwalla liable for the payment of retrenchment compensation the onus is on the workmen to prove that Sri P. D. Agarwalla was their employer.

101. In that connection Sri T. P. Chaudhury, the learned Advocate, appearing on behalf of Sri P. D. Agarwalla cited before me the Supreme Court case of the India General Navigation and Railway Co. Ltd. and another and their workmen, reported in 1966 (I) L.L.J., page 735. It is a leading case on this subject.

102. In that case the issue was whether the management was justified in terminating the services of 56 workmen and if they are entitled to reinstatement with continuity of service?

103. In that case the facts were that the management had agreed to introduce the system of permanent direct employment in future, and according to the terms of settlement between the management and the workmen it was agreed that the workmen would be paid in the manner indicated in the settlement. In other

words, the document provided that the arrangement in regard to the payment of wages to the workmen would be regulated by the rates specified in the document. The document further showed that the management assured the workmen that they would be paid according to the rates agreed.

104. On these facts the Tribunal held that the labourers were the direct employees of the management. The Supreme Court did not agree with the finding of the Tribunal and came to the conclusion that the management had not directly employed the workmen at all and contract labour used to work for the management and therefore, the Supreme Court came to the conclusion that the Tribunal was in error in coming to the conclusion that the retrenched workmen had been employed by the company and that being so the management is not employer of the 56 workmen in question and as such, the Tribunal can give them no relief.

105. I now come to the instant case. In the original written statement filed by the workmen on 8th October, 1968 there was no assertion that Sri P. D. Agarwalla was the employer of the 110 concerned workmen or these 110 workmen are the employees of Sri P. D. Agarwalla. In this connection the only assertion is made in para 2 of the written statement, which runs as follows:—

"All the 110 workmen involved in the present dispute have been working as permanent workmen in Gonshadih Colliery continuously without any break and with a clean record of service since January, 1965."

106. It is not disputed that these 110 concerned workmen were employed in Gonshadih Colliery by any party. The issue is as to who was their employer. The written statement filed by workmen on 8th October, 1968 is silent on this point. In the rejoinder filed by the workmen on 28th October, 1968 against the written statement of Sri P. D. Agarwalla it was alleged that the concerned 110 workmen were not the employees of Sri Nandlal Sultania or any one else except Sri P. D. Agarwalla. The statements made in the written statement are mere allegations of the party. It cannot take the place of evidence. The allegations made in the written statement have got to be proved by satisfactory legal evidence.

107. 3 witnesses have been examined on behalf of the workmen. As a matter of fact WW-3 is a formal witness and is not a witness on facts. On facts only 2 witnesses are examined viz. WW-1 Sri Sagar Chandra Banerjee and WW-2 Sri Anant Sharma, Secretary of the Union. In their evidence they have not effectively or even nominally asserted that Sri P. D. Agarwalla was the employer of these 110 concerned workmen or these workmen were the employees of Sri P. D. Agarwalla.

108. In the schedule of the reference there are 110 workmen. Out of them workman mentioned in serial No. 1 is a clerk, workman mentioned in serial Nos. 2 and 3 are Work Supervisors, 13 workmen mentioned in serial Nos. 28 to 40 are Coal Cutters and the remaining workmen are quarry workers. Out of these 110 workmen the Union has chosen to examine only one witness viz. WW-1 Sri Sagar Chandra Banerjee.

109. According to Sri P. D. Agarwalla Sri Sagar Chandra Banerjee is a very interested witness and that he was an employee of Sri Nandlal Sultania and was recruiting the labour locally.

110. MW 1 is Sri N. C. Mukherjee. In his cross-examination it was suggested on behalf of Sri P. D. Agarwalla that Sri Sagar Chandra Banerjee was recruiting the labourer locally on behalf of Sri Nandlal Sultania. He had denied that suggestion. In this connection he made the following statements:—

"I cannot say if Sri Sagar Chandra Banerjee, who was an employee of Sri Nandlal Sultania was recruiting the labourer locally."

111. Except Sri Sagar Chandra Banerjee the workmen mentioned in serial No. 2 of the order of reference, the remaining 109 workmen have not come to the witness box to state on oath that Sri P. D. Agarwalla was their employer or they were the employees of Sri P. D. Agarwalla. The only witness examined on this point is WW-1 Sri S. C. Banerjee. Let us see what he has stated in this connection.

112. In the first para of his evidence in examination in chief he has simply stated that "formerly he was working at Gonshadih Colliery and that he was working as quarry Supervisor and that he worked in that colliery since 1st January, 1965 to 17th October, 1968."

113. It is significant that even he, the only witness examined on behalf of the workmen does not say on oath that Sri P. D. Agarwalla was his employer or he

was the employee of Sri P. D. Agarwalla. He has simply stated that he was working in Gonshadh Colliery. But that point is not in dispute. The issue is as to who was his employer. On this point the only witness examined out of the 110 workmen on behalf of the Union does not put his oath.

114. He was working as quarry Supervisor. He is literate. He has put his signature in English below his deposition taken before me. In the cross-examination he admitted that he had got no knowledge if his name or if the names of the 110 workmen were entered in form B register. In the cross-examination he further admitted that he has got his appointment letter which will show the name of his employer. But that appointment letter or appointment letter of any other workmen has not been filed before me

115. WW-2 is Sri Anant Sharma, the Secretary of Bihar Koyala Mazdoor Sangh. In his evidence he has stated the case of the workmen very clearly, very briefly and in very precise term. The case of the workmen in their lengthy written statement and rejoinders have been summarised in two small paras by this witness, which I quote below:—

"Sri P. D. Agarwalla was the Managing Contractor up to 15th August, 1966. The outgoing Managing Contractor had not served any terminal notice to the concerned workmen nor had paid any compensation under Section 25FF. The concerned workmen continued in employment even after expiry of the period of managing contractorship of Sri P. D. Agarwalla till 17th October, 1966."

"R.C.A. became managing contractor from 16th August, 1966 but they also made no objection in the continuance of employment of these workmen upto 16th October, 1966 but after receiving notice from the Labour Court they refused employment to the concerned workmen. They had verbally refused employment to these concerned workmen."

116. He has not stated on oath that Sri P. D. Agarwalla was the employer of these concerned 110 workmen or they were the employees of Sri P. D. Agarwalla.

117. The question as to who made payment to these concerned 110 workmen is also very material and significant. The question whether Sri P. D. Agarwalla made payments of wages to the workmen is a very important piece of evidence. Even on this point WW-2 has not put his oath. In the cross-examination a question was put to him on behalf of Sri P. D. Agarwalla whether the weekly payments were made to workmen in his presence by Sri P. D. Agarwalla. The this question he made the following reply:—

"Weekly payments to the workmen were not paid in my presence."

118. The union has relied on Ext. W-10, in order to show that the concerned workmen were the employees of Sri P. D. Agarwalla and that their names appear in the attendance register (Ext. W-10). I have earlier commented on Ext. W-10 and have given my reason as to why no reliance can be placed on Ext. W-10.

119. It was suggested to WW-1 Sri Sagar Chandra Banerjee on behalf of Sri P. D. Agarwalla that the union produced Ext. W-10 after obtaining the same from Sri Nandlal Sultania. He has however, denied that suggestion.

120. In this view of the evidence I find that there is no satisfactory evidence to show that the concerned 110 workmen were the employees of Sri P. D. Agarwalla.

120. Sri T. P. Chaudhury, appearing on behalf of Sri P. D. Agarwalla relied upon the Supreme Court decision reported in 1968 L.L.J., page 834 for the proposition that the reference is incompetent as no industrial dispute existed between the parties prior to the reference.

121. In that case the demand on the management related only to retrenchment compensation and not to reinstatement. In that case the workmen claimed for retrenchment compensation from the parent corporation. The employee on refusal of employment asked for retrenchment compensation and notice pay from the employer. In that case the Secretary of the Union wrote a letter to the management asking for payment of retrenchment compensation to the employee on the ground that the management had refused to take him back in his employment.

122. In that case the dispute that was raised by the employee against the management was confined to compensation for retrenchment and did not relate to the validity of the retrenchment and did not relate to the validity of the retrenchment or reinstatement. On these facts their Lordships of Supreme Court came to the conclusion that "since no such dispute about reinstatement was raised

by either of the respondents before the management of the appellant, it is clear that the State Government was not competent to refer a question of reinstatement as an industrial dispute for adjudication by the tribunal.".... "If no dispute at all was raised by the respondents with the management, any request sent by them to the Government would only be a demand by them and not an industrial dispute between them and their employer.".... "A mere demand to a Government, without a dispute being raised by the workmen with their employer, cannot become an industrial dispute."

123. Therefore, their Lordship of Supreme Court came to the conclusion that on these facts, it is clear that the reference made by the Government was not competent.

124. This case was also followed by their Lordship of Delhi High Court in the case of Fedders Lloyd Corporation (Pvt.) Ltd., V. Lt. Governor, Delhi, reported in A.I.R. 1970 (Delhi), page 60. In that case their Lordship made the following observations:

"The Supreme Court has also clarified that even if the Conciliation Officer found that an industrial dispute existed and also reported to the Government, this could not be regarded as the existence of the industrial dispute which has to be founded upon a demand by the workmen on the employers."

125. Now let us see what are facts in the present case. In this case the demand before the Conciliation Officer was raised by Sri Anant Sharma, the Secretary of the Bihar Koyala Mazdoor Sabha by his letter dated 24th October, 1966. In that letter Sri Sharma made the following demands from the management and I quote the relevant portion of that demand:

"Sri Jagat Mohan Prasad and 109 others have been serving in the Gonshadih Colliery (R.C.A.) for more than two years continuously at No. 13 seam quarry without any complaint. The workmen concerned have already filed petition before the Central Government, Labour Court, Dhanbad for recovery of their dues. But as the workmen concerned have filed the said petition before the Labour Court the management of Gonshadih Colliery (R.C.A.) has stopped all the 110 workmen on mass from performing their duties since 17th of October, 1966 and made them idle which amounts to lock out. Not only this the management has already engaged a large number of new hands in 13 seam quarry in place of idled workmen which is absolutely unfair and unjustified on the part of the management."

"He demanded that all the 110 workmen should be allowed to resume in their original post with full back wages and all the dues arising out of Non-payment and less payment should be paid to the workmen concerned immediately with retrospective effect."

126. Therefore, in their original letter dated 24th October, 1966 Sri Anant Sharma, the Secretary of the Union made the demand of reinstatement with full back wages against M/s. R.C.A. Ltd. He did not claim any retrenchment compensation from Sri P. D. Agrawalla. In this connection WW-2 Sri Anant Sharma has made the following statement in his evidence:—

"The management refused them employment because these concerned workmen were demanding proper wages and had filed a case against the management for arrears of their wages. The management was therefore, annoyed with them and therefore, refused them work from 17th October, 1966. The workmen had filed cases in the Labour Court and notices of which were received by the management sometime near 17th October, 1966 and the management stopped these workmen from work after receipt of the said notice."

127. Exf. W-8 is a letter dated 20th October, 1966 addressed by the concerned 110 workmen to the Manager, Gonshadih Colliery, R.C.A. Ltd. In that letter they alleged that since they have filed applications before the Labour Court, Dhanbad for recovery of their legal dues in which R.C.A. Ltd. was also made a party, after knowing the above facts, the management began to coerce them and were pressing them to withdraw their petitions from the Labour Court, Dhanbad, which they refused and that the management had stopped them to work without giving them any notice with effect from 17th October, 1966 which is contrary to the provisions of the standing order and Industrial Disputes Act, and therefore, they prayed that they should be provided with jobs.

128. In Ext. W-8 the claim of the workmen was against M/s. R.C.A. Ltd. for reinstatement. In Ext. W-8 they did not mention any demand of retrenchment compensation from Sri P. D. Agarwalla.

129. WW-2 Sri Anant Sharma has also admitted in his evidence in the cross-examination on behalf of Sri P. D. Agarwalla that notice similar to Ext. W-8 was not served to Sri P. D. Agarwalla. Similar allegations were made by these concerned workmen in Ext. W-9. Letter dated 20th October, 1966 Ext. M-9 was sent to the Officer-in-charge Kenduadih Police Station and a copy of the same was forwarded to the S. P. Dhanbad and S.D.O. Dhanbad.

130. The point to be noted is that a copy of Ext. W-9 was not forwarded to Sri P. D. Agarwalla. Therefore, from the evidence discussed in the present, case it is quite clear that the demand of the workmen was for reinstatement and not for retrenchment compensation. Therefore, the reference in respect to retrenchment compensation from Sri P. D. Agarwalla is not competent. 1

131. In this view of the case my finding is that the question of abandoning these 110 concerned workmen with effect from 16th August, 1966 without giving them any notice and compensation in accordance with the provisions of Section 25FF of the Industrial Disputes Act, 1947 by Sri P. D. Agarwalla, Ex-Managing Contractor at Gonshadih Colliery does not arise and I answer this item No. 1 of the reference against the workmen.

132. I therefore, hold that these concerned workmen are not entitled to any relief either from Sri P. D. Agarwalla Ex-Managing Contractor at Gonshadih Colliery or from Raneegunge Coal Association Ltd., Managing Contractor at Gonshadih Colliery.

133. This is my award. It may now be submitted to the Central Government under Section 15 of the Industrial Disputes Act, 1947.

SACHIDANAND SINHA,
Presiding Officer.

ANNEXURE 'A'

Name of the concerned Workmen as per Annexure of Schedule of the Reference

Sl. No.	Name of the workers	Designation
1	Jagat Mohan Prasad	A/Clerk.
2	Sagar Chandra Banerjee	W/Supervisor.
3	Rajendra Narayan Banerjee	W/Supervisor.
4	Jiwan Rajwar	W/Supervisor.
5	Arun Rajwar	Quarry Worker.
6	Ramlagan Rajwar	Do.
7	Rameshwar Rajwar	Do.
8	Miten Rajwar	Do.
9	Mehandi Raiwar	Do.
10	Akaloo Rajwar	Do.
11	Romni Rajwar	Do.
12	Radhu Rajwar	Do.
13	Jagan Rajwar	Do.
14	Basani Raiwarin	Do.
15	Keruna Raiwarin	Do.
16	Lilmoni Raiwarin	Do.
17	Meghu Rajwar	Do.
18	Sharwani Modi	Do.
19	Ajodhya Modi	Do.
20	Fulmani Raiwarin	Do.
21	Thakur Menjhi	Do.
22	No. 2 Shusila Nakin	Do.
23	Jaradhan Raiwar	Do.
24	Kapura Raiwarin	Do.
25	Bali Manjhi	Do.
26	Rani Raiwarin	Do.
27	No. 2 Sreemati Manjhan	Do.
28	Lorha Rajwar	Coal Cutter.
29	Kendia Gowala	Do.
30	Murat Rajbhar	Do.

Sl. No.	Name of the Worker	Designation
31	Tirbeni Harlian	Coal Catter
32	Shayam Harlian	Do.
33	Fegai Rajwar	Do.
34	Ramabadh Beldar	Do.
35	Pujan Beldar	Do.
36	Tirath Harlian	Do.
37	Ghhutar Beldar	Do.
38	Prasad Beldar	Do.
39	Gobardhan Rawar	Do.
40	Dewan Mian	Do.
41	Shreemati Manjhian	Quarry Worker
42	Haldi Manihian	Do.
43	Sohagi Manjhia	Do.
44	Fani Bouri	Do.
45	Tatbir Bouri	Do.
46	Biranvhi Bouri	Do.
47	Bhoju Bouri	Do.
48	Kalipado Bouri	Do.
49	Anno Bouri	Do.
50	Anando Bouri	Do.
51	Ashoo Bouri	Do.
52	Chh. Sudhir Bouri	Do.
53	Ramesh Bouri	Do.
54	Anil Bouri	Do.
55	Buchu Bouri	Do.
56	Nitai Bouri	Do.
57	Bagal Bouri	Do.
58	Sudhir Bouri	Do.
59	Hasu Rav	Do.
60	Moti Rajwar	Do.
61	Panchu Bouri	Do.
62	Khedu Bouri	Do.
63	Kalpu Bouri	Do.
64	Fulchand Bouri	Do.
65	Dilchand Bouri	Do.
66	Bowal Bouri	Do.
67	Dani Bourin	Do.
68	Sanatan Bouri	Do.
69	Chh. Basal Bouri	Do.
70	Chanda Rajwar	Do.
71	Bhimla Bouri	Do.
72	Bibi Bouri	Do.
73	Ani Bourin	Do.
74	Sundar Bouri	Do.
75	Radhi Bouri	Do.
76	Chhabi Bouri	Do.
77	Anno Bouri	Do.
78	Chinta Bourin	Do.
79	Pasra Bouri	Do.
80	Romi Bouri	Do.
81	Sarati Bourin	Do.
82	Diljan Mian	Do.
83	Abdul Mian	Do.
84	Pawasi Bourin	Do.
85	Lukhi Bourin	Do.
86	Suluchan Bourin	Do.
87	Shakhi Bourin	Do.
88	Charo Bourin	Do.
89	Siri Bourin	Do.
90	Mira Bourin	Do.
91	Pado Bourin	Do.
92	Champu Bourin.	Dq.
93	B. Radhi Bourin.	Do.
94	Nunibela Bourin	Do.
95	Kalola Bourin	Do.
96	Shushila Rajwar	Do.
97	Manjhu Bourin	Do.

98	Karuna Bourin	.	.	.	.	.	.	.	Quarry Worker
99	Rewati Rajwar	.	.	.	.	.	.	.	Do.
100	Amulya Bournia	.	.	.	.	.	.	.	Do.
101	Surendro Bouri	.	.	.	.	.	.	.	Do.
102	Manohar Bouri	.	.	.	.	.	.	.	Do.
103	Atul Bouri	.	.	.	.	.	.	.	Do.
104	Akloo Bouri	.	.	.	.	.	.	.	Do.
105	Moti Bouri	.	.	.	.	.	.	.	Do.
106	Jado Bouri	.	.	.	.	.	.	.	Do.
107	Sukhi Bourin	.	.	.	.	.	.	.	Do.
108	Kandi Bourin	.	.	.	.	.	.	.	Do.
109	Baisakhi Bourin	.	.	.	.	.	.	.	Do.
110	Musura Bouri	.	.	.	.	.	.	.	Do.

[No. 2/9/67-LRII.]

SCHEDULE

New Delhi, the 18th January 1971

S.O. 716.—Whereas the Central Government is of opinion that an industrial dispute exists between the employers in relation to the management of Pootkee Colliery of Messrs Oriental Coal Company Limited, Post Office Kusunda, District Dhanbad and their workmen in respect of the matters specified in the Schedule hereto annexed;

And whereas, the Central Government considers it desirable to refer the said dispute for adjudication;

Now, therefore, in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby refers the said dispute for adjudication to the Central Government Industrial Tribunal (No. 2), Dhanbad, constituted under section 7A of the said Act.

SCHEDULE

"Whether the action of the management of Pootkee Colliery of Messrs Oriental Coal Company Limited, Post Office Kusunda, District Dhanbad, in not placing Shri Shanti Prakash, Latheman, in Category VI as recommended by the Coal Wage Board is justified? If not, to what relief is the workman entitled?"

[No. 2/128/70-LR-II.]

KARNAIL SINGH, Under Secy.

प्रादेश

नई दिल्ली, 18 जनवरी 1971

कां.प्रा 716.—यतः केन्द्रीय सरकार की राय है कि इससे उपाबद्ध अनुसूची में विनिर्दिष्ट विषयों के बारे में मेसर्स ओरियण्टल कोल कम्पनी लिमिटेड, डाकघर कुसुण्डा, जिला धनबाद की पूटकी कोयलाखान के प्रबन्धतंत्र से सम्बद्ध नियोजकों और उनके कर्मचारों के बीच एक औद्योगिक विवाद विद्यमान है ।

और यतः केन्द्रीय सरकार उक्त विवाद को न्यायनिर्णयन के लिए निर्देशित करना वांछनीय समझती है ;

अतः, अब, औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 10 की उपधारा (1) के खण्ड (घ) द्वारा प्रदत्त शक्तियों का प्रयोग करत हुए, केन्द्रीय सरकार एतद्वारा

उक्त विवाद को उक्त अधिनियम की धारा 7-क के अधीन गठित केन्द्रीय सरकार औद्योगिक अधि-
करण (सं० 2), धनबाद को न्यायनिर्णयन के लिए निर्देशित करती है।

अनुज्ञा

“क्या मेसर्स ओरियण्टल कोल कम्पनी लिमिटेड, डाकघर कुसुण्डा जिला धनबाद की पूटकी
कोयलाखन के प्रबन्धतंत्र की श्री शांति प्रकाश, खरादी को कोयला मजदूरी बोर्ड की सिफारिश के अनु-
सार प्रवर्ग 6 में न रखने की कार्यवाही न्यायोचित है? यदि नहीं तो कर्मकार किस अनुतोष का हकदार
है ?”

[सं० 2/128/70—एल०आर० 2]

करनेल सिंह, अपर सचिव।

(Department of Labour and Employment)

New Delhi, the 4th February 1971

S.O. 717.—In exercise of the powers conferred by Section 73F of the Em-
ployees' State Insurance Act, 1948 (34 of 1948), and in continuation of the noti-
fication of the Government of India in the Ministry of Labour, Employment and
Rehabilitation (Department of Labour and Employment) No. S.O. 899 dated the
24th February, 1970 the Central Government having regard to the location of the
Government Press, Shoranur in an area in which the provisions of the Chapters
IV and V of the said Act are in force, hereby exempts the said Press from the
payment of the employers' special contribution leviable under Chapter VA of the
said Act for a further period of one year with effect from the 10th December,
1970 upto and inclusive of the 9th December, 1971.

[No. 601(66)/70-HI]

DALJIT SINGH, Under Secy.

(श्रम और रोजगार विभाग)

नई दिल्ली, 4 फरवरी, 1971

का० आ० 717.—कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) की धारा
73 ब द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और भारत सरकार के श्रम, रोजगार और पुनर्वास
मंत्रालय (श्रम और रोजगार विभाग) की अधिसूचना सं० का० आ० 899 तारीख 24 फरवरी
1970 के क्रम में केन्द्रीय सरकार, सरकारी मुद्रणालय, शोरानुर को ऐसे क्षेत्र में, जिसमें उक्त अधि-
नियम के अध्याय 4 और 5 के उपबन्ध प्रवृत्त हैं, अवस्थिति को ध्यान में रखते हुए उक्त मुद्रणालय
को उक्त अधिनियम, के अध्याय 5-क के अधीन उद्ग्रहणीय नियोजक के विशेष अधिदाय के
संदाय से 10 दिसम्बर, 1970 से 9 दिसम्बर, 1971 तक जिसमें वह दिन भी सम्मिलित है,
एक और वर्ष की कालावधि के लिए एतद्द्वारा छूट देती है।

(संख्या फा० 601(66)170—एच० आई०)

दलजीत सिंह,

अपर सचिव।

(Department of Labour and Employment)

ORDER

New Delhi, the 4th February 1971

S.O. 718.—Whereas the employers in relation to the management of M/s.
New India and Maritime Agencies (Private) Limited and their workmen represen-
ted by the Madras Harbour Workers' Union have jointly applied to the Central

Government under sub-section (2) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947) for reference of an industrial dispute that exists between them to an Industrial Tribunal in respects of the matters set forth in the said application and reproduced in the Schedule hereto annexed;

And whereas, the Central Government is satisfied that the persons applying represent the majority of each party;

Now, therefore in exercise of the powers conferred by Section 7A and sub-section (2) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby constitutes an Industrial Tribunal of which Shri K. Seetharama Rao shall be the Presiding Officer, with headquarters at Madras and refers the said dispute for adjudication to the said Tribunal.

SCHEDULE

"Whether the dismissal from service of Shri A. M. Balasundaram, Ship Supervisor of M/s. New India Maritime (Agencies) Private Limited, Madras-1, with effect from the 4th April, 1970 was justified And whether Shri A. M. Balasundaram employed by M/s. New India Maritime (Agencies) Private Limited is entitled for the revision of wages including of all components as devised by the recommendations of the Central Wage Board for Port and Dock Workers? To what relief he is entitled to?"

[No. 74/36/70-P&D]
AJIT CHANDRA, Under Secy.

(अस और रोजगार विभाग)

अवेदना

नई दिल्ली, 4 फरवरी 1971

का० आ० 718.—यतः मैसर्स न्यू इंडिया एण्ड मेरीटाइम एजेंसी (प्राइवेट) लिमिटेड, के प्रबन्धतंत्र से सम्बद्ध नियोजकों और उनके कर्मचारों ने, जिनका प्रतिनिधित्व मद्रास हार्वर वर्कर्स यूनियन करती है, संयुक्त रूप से केन्द्रीय सरकार को औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 10 की उपधारा (2) के अधीन आवेदन दिया है कि वह उक्त आवेदन में उपर्युक्त और इससे उपाबद्ध अनुसूची में उद्धृत विषयों के बारे में उनके बीच विद्यमान औद्योगिक विवाद को किसी औद्योगिक अधिकरण को निर्देशित कर दे ;

और यतः केन्द्रीय सरकार का समाधान हो गया है कि आवेदन देने वाले व्यक्ति प्रत्येक पक्षकार के बहुमत का प्रतिनिधित्व करते हैं ;

अतः, अब, औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 7-क और धारा 10 की उपधारा (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार एतद्वारा औद्योगिक अधिकरण गठित करती है जिसके पीठासीन अधिकारी श्री के० सीताराम राव होंगे जिनका मुख्यालय मद्रास होगा और उक्त विवाद उक्त अधिकरण को न्यायनिर्णयन के लिए निर्देशित करती है ।

अनुसूची

"क्या मैसर्स न्यू इंडिया मेरीटाइम (एजेंसीज) प्राइवेट लिमिटेड, मद्रास-1 के पोत पर्यवेक्षक, श्री ए० एम० बालसुन्दरम की 4 अप्रैल, 1970 से सेवा से पदच्युति न्यायोचित थी ? और क्या मैसर्स न्यू इंडिया मेरीटाइम (एजेंसीज) प्राइवेट लिमिटेड द्वारा नियोजित श्री ए० एम० बालसुन्दरम सभी संघटकों समेत मजदूरी के पुनरीक्षण का हकदार है जैसा कि पत्तन और डाक कर्मचारियों के लिए की गई केन्द्रीय मजदूरी बोर्ड की सिफारिशों द्वारा प्रकल्पित है ? वह किस अनुतोष का हकदार है ?"

[नं० 74/36/70-पी० एन्ड डी०]

प्रजीत चन्द्र,

अवर सचिव ।

MINISTRY OF EXTERNAL AFFAIRS

New Delhi, the 23rd January 1971

S.O. 719.—In exercise of the powers conferred by the proviso to article 309 of the Constitution, the President hereby makes the following rules further to amend the Indian Foreign Service (Conduct and Discipline) Rules, 1961, namely:—

1. (1) These rules may be called the Indian Foreign Service (Conduct and Discipline) Amendment Rules, 1971.

(2) They shall come into force on the date of their publication in the Official Gazette.

2. In the Indian Foreign Service (Conduct and Discipline) Rules, 1961—

(a) In rule 4, sub-rule (2), in clause (e), for sub-clause (i) the following sub-clause, shall be substituted, namely:—

“(1) for sub-rule (2) the following sub-rule were substituted, namely:—

“(2) No member of the Service shall, except with the previous knowledge of the Government, acquire or dispose of any immovable property by lease, mortgage, purchase, sale, gift or otherwise either in his own name or the name of any member of his family:

Provided that the previous sanction of the Government shall be obtained by the member of the Service if any such transaction is—

(i) With a person having official dealings with the Government servant; or

(ii) Otherwise than through a regular or reputed dealer; or

(iii) in relation to acquisition or disposal of any immovable property abroad.”

(b) In sub-rule (1) of rule 8, for the words beginning with “one such condition” and ending with “having any validity” the following shall be substituted, namely:—

“If no decision on the letter of resignation is communicated to the person concerned within a period of five years from the date of marriage, the letter of resignation shall be deemed as having no longer any validity.”.

[No. 13/GA/71.]

S. S. SETHI, Under Secy.

विदेश मन्त्रालय

नई दिल्ली, 23 जनवरी, 1971

एस० नो० 719.—राष्ट्रपति संविधान के अनुच्छेद 309 के परन्तुक द्वारा प्रदत्त अधिकारों का प्रयोग करते हुए भारतीय विदेश सेवा (आचार एवं अनुशासन) नियम, 1961 में संशोधन करते हुए ये नियम और बनाते हैं :—

1. (1) इन नियमों की भारतीय विदेश सेवा (आचार एवं अनुशासन) संशोधन नियम, 1971 की संज्ञा दी जाएगी ।

(2) ये राजपत्र में प्रकाशन की तारीख से लागू होंगे ।

2. भारतीय विदेश सेवा (आचार एवं अनुशासन) नियम 1961 में—(क) नियम 4 के उप-नियम (2) की धारा (ग) की उप-धारा (1) के स्थान पर निम्नलिखित उप-धारा रखी जाएगी :—

“(1) उप-नियम (2) के लिए निम्नलिखित उप-नियम रखे गये थे :—

(2) इस सेवाका कोई भी सदस्य, सरकार को पहले जानकारी दिए बिना, अपने नाम पर या अपने परिवार के किसी अन्य सदस्य के नाम कोई भी अवल सम्पत्ति पट्टे पर, गिरवी, खरीद, बिक्री, भेंट या अन्य रूप में खरीद या बेचान नहीं करेगा :

बशर्ते कि इस सेवा का सदस्य सरकार से पूर्व स्वीकृत लेगा यदि वह लेन-देन —

- (1) ऐसे व्यक्ति के साथ है जो सरकारी कर्मचारी के साथ सरकारी लेन-देन रखता है ; या
 - (2) अन्यथा किसी नियमित या सुप्रसिद्ध व्यापारी के माध्यम से ; या
 - (3) विदेश में किसी अचल सम्पत्ति के अर्जन या निपटान के बारे में ।”
- (ख) नियम 8 के उप-नियम (1) में “ऐसी एक शर्त” से शुरू होने वाले शब्दों के लिए और “कुछ भी बंधता रखने” वाले पर समाप्त होने वाले शब्दों के स्थान पर निम्नलिखित शब्द रखे जाएंगे यथा ।

“विवाह की तारीख से पांच वर्ष की अवधि तक यदि सम्बद्ध व्यक्ति को इस्तीफे पर किसी निर्णय की सूचना नहीं दी गई तो यह समझा जाएगा कि यह इस्तीफा अवैध नहीं रहा है ।”

[सं० 13/जी०ए०/71]

एस० एस० सेठी, अवर सचिव

MINISTRY OF FOREIGN TRADE

CORRIGENDUM

New Delhi, the 29th January 1971

S.O. 720.—In the table below Annexure II to the Notification of the Government of India in the late Ministry of Commerce S.O. 3918 dated the 16th December 1965, published at pages 1285 to 1294 of sub-section (ii) of Section 3 of part II of the Gazette of India Extraordinary dated the 16th December, 1965, at page 1293 for quality Numbers “TR1, TR2, TR3, TR4, TR5 and TR6” read these as “VR1, VR2, VR3, VR4, VR5 and VR6” respectively.

[No. 60(9)/EIEP/67.]

M. K. B. BHATNAGAR, Dy. Director (Export Promotion).

विदेशी व्यापार मंत्रालय

शुद्धि पत्र

नई दिल्ली, 29 जनवरी, 1971

का० आ० 720.—भारत के राजपत्र, असाधारण, दिनांक 16 दिसम्बर, 1965 के भाग 2 के खण्ड 3 के उपखण्ड (ii) के पृष्ठों 1285 से 1294 पर प्रकाशित, भारत सरकार के भूतपूर्व वाणिज्य मंत्रालय के का० आ० 3918 दिनांक 16 दिसम्बर, 1965 की अधिसूचना के अनुबन्ध II के नीचे दी गई सारणी में, पृष्ठ 1293 पर, क्वालिटी संख्या “टी० आर० 1, टी० आर० 2, टी० आर० 3, टी० आर० 4, टी० आर० 5, टी० आर० 6”, के स्थान पर क्रमशः “वी० आर० 1, वी० आर० 2, वी० आर० 3, वी० आर० 4, वी० आर० 5, तथा वी० आर० 6” पढ़ें ।

[सं० 60(9)/67-ई०आई०ई०पी०]

एम० के० बि० भटनागर,

उप-निदेशक (निर्यात संवर्धन) ।

(Office of the Chief Controller of Imports and Exports)

ORDER

New Delhi, the 30th January 1971

S.O. 721.—It has been reported by M/s. Corn Products Co. (India) Pvt. Ltd. Shri Niwas Waudboy Road, Bombay-1 BR that the Customs Purposes copy of Import licence No. P/D/2168031/C/XX/30/H/27-28 dated 17th March, 1969 granted to them for a value of Rs. 12,000 (Rupees twelve thousand only) has been lost/misplaced after having been utilised the value of Rs. 4149 and Registered with Bombay Port.

In support of this contention, M/s. Corn Products Co. (India) Pvt. Ltd., Bombay have given an affidavit. The undersigned is satisfied that the original Customs purposes copy of the licence has been lost/misplaced and direct that a duplicate licence for Customs purposes should be issued to them. The Original Customs purposes copy of the licence is cancelled.

A duplicate customs purposes copy of the licence is being issued separately.
[No. B&F/42/68-69/RM.V.]

(मुख्य नियंत्रक, आयात-निर्यात का वर्ग कार्यालय)

आदेश

नई दिल्ली, 30 जनवरी, 1971

एस०ओ० 721.—सर्वश्री कार्नप्रोडक्ट्स कं० (इन्डिया) प्रा० लि०, श्री निवास वाववाई रोड बम्बई 1-बी आर० द्वारा प्रतिवेदित किया गया है कि उन के नाम 12000 रुपये के लिए जारी किए गए आयात लाइसेंस सं०/पी०/डी० 1268031/सी०/एक्स एक्स/30/एच 27-28, दिनांक 17-3-69 की सीमा शुल्क कार्य सम्बन्धी प्रति 4149 रुपये मात्र का उपयोग करने के पश्चात और बम्बई पत्तन में पंजीकृत कराने के पश्चात खो गई है/अस्थानस्थ हो गई है।

उपर्युक्त तर्क के समर्थन में सर्वश्री कार्न प्रोडक्ट्स कं० (इन्डिया) प्रा० लि० बम्बई ने एक शपथ-पत्र जमा किया है। अधोहस्ताक्षरी इससे संतुष्ट है कि लाइसेंस की मूल सीमा-शुल्क कार्य सम्बन्धी प्रति खो गई है/अस्थानस्थ हो गई है और निदेश देता है कि आवेदक कि अनुलिपि सीमा-शुल्क कार्य सम्बन्धी जारी की जानी चाहिए, मूल सीमा-शुल्क कार्य सम्बन्धी प्रति रद्द की जाती है।

लाइसेंस की अनुलिपि सीमा-शुल्क कार्य सम्बन्धी प्रति अलग से जारी की जाती है।

[सं० बी० एंड एफ 42/68/68-69 आर० एम० 5]

S.O. 722.—M/s. Traco Cable Company Ltd. P.O. Irimpanam, Via, Tripunithura Ernakulam Dist. Kerala State, were granted an import licence No. P/D/2170275/AN/32/H/27-28 dated 1st July, 1969 for Rs. 82,500 (Rupees Eighty-two thousand five hundred only). This licence was converted from U.S. Aid to 4th IDA Credit to the extent of Rs. 40210 (Rupees forty thousand two hundred and ten only) on 14th November, 1969. They have applied for the issue of a duplicate Customs Purpose copy of the said licence on the ground that the original Customs Purposes Copy has been lost/misplaced.

In support of this contention the applicant has filed an affidavit. I am accordingly satisfied that the original Customs Purposes copy of the said licence has been lost. Therefore in exercise of the powers conferred under sub-clause 9(cc) of the Imports (Control) Orders, 1955 dated 7th December, 1955 as amended the said original Customs Purposes copy of licence No. P/D/2170275/AN/32/H/27-28 dated 1st July, 1969 issued to M/s. Traco Cable Company Ltd. is hereby cancelled.

A duplicate Customs Purposes Copy of the said licence is being issued separately to the licensee.

[No. W&C/114(2)/68-69/RM.V.]

SARDUL SINGH, Dy. Chief Controller.

एस० ओ० 722—सर्वश्री ट्रेको कैबल कम्पनी लि०, डाकघर ईरिम्पनम, वाया, त्रिपुनीथुरा, अर्नाकुलम जिला, केरल राज्य को 82,500/-रुपये (बेयासी हजार पांच सौ रुपये मात्र) के लिए एक आयात लाइसेंस संख्या पी/डी/2170275/ए एन/32/एस/27-28, दिनांक 1-7-69 जारी किया गया था। इस लाइसेंस को 14-11-69 को यू०एस० एंड से श्वेतुथ आईडीए क्रेडिट में 40,210/-रुपये (चालिस हजार दो सौ दस रुपये मात्र) की सीमा तक परिवर्तित किया गया था। उन्होंने उक्त लाइसेंस की सीमाशुल्क विभाग सम्बन्धी प्रति के लिए इस आधार पर आवेदन किया है कि मूल सीमा शुल्क प्रति खो गई है। अस्थानस्थ हो गई है।

इस तर्क के समर्थन में, आवेदक ने एक शपथ पत्र दाखिल किया है। तदनुसार, मैं संतुष्ट हूँ कि उक्त लाइसेंस की मूल सीमाशुल्क प्रति खो गई है। अतः यथा संशोधित आयात (नियंत्रण) आवेदन, 1955, दिनांक 7-12-1955 की उप-धारा 9 (सी सी) में प्रदत्त अधिकारों को प्रयोग करते हुए सर्वश्री ट्रेको कैबल कम्पनी लि० को जारी किए गए लाइसेंस संख्या : पी/डी/2170275/ ए एन/32/एच/27-28 दिनांक 1-7-69 की मूल सीमा-शुल्क प्रति को एतद्वारा रद्द किया जाता है।

लाइसेंसधारी को उक्त लाइसेंस की सीमा-शुल्क प्रति की अनुलिपि अलग से जारी की जा रही है।

[सं० : डब्लू एंड सी०/ 114(2)/68-69/आर० एम०-5]

सरदूल सिंह,

उप-मुख्य नियंत्रक, आयात-निर्यात।

(Office of the Dy. Chief Controller of Imports and Exports)

ORDER

New Delhi, the 2nd February 1971

S.O. 723.—M/s. National Engineering Co. (Madras) Private Ltd. 379, Netaji Road Madras, were granted a Custom Clearance Permit No. 987465/60/CCI/HQ/L-VII, dated 29th October, 1962 for Rs. 18833 for the import of spare parts for Russian Agricultural Tractors from U.S.S.R. They have now requested for the issue of Duplicate Custom Clearance Permit of the licence on the ground that the original C.C.P. has been lost by them. It has been further reported by the licensee that the licence had an unutilised balance of Rs. 1,722. The licence was registered with Madras Custom Office.

2. In support of their contention the applicant have filed an affidavit. "I am satisfied that the original copy of the CCP No. 987465/60/CCI/HQ, dated 29th October, 1962 has been lost and that a duplicate copy of the said CCP may be issued to the applicant, the original CCP is cancelled.

3. The duplicate Custom Clearance Permit is being issued separately.

[No. 3/74-V/62-63/L-VII/ML-II/2522.]

J. SHANKAR, Dy. Chief Controller.
for Chief Controller of Imports & Exports.

(मुख्य नियंत्रक, आयात-निर्यात का कार्यालय)

आदेश

नई दिल्ली 2 फरवरी 1971

एस० ओ० 723—सर्वश्री नेशनल इंजीनियरिंग कं० (मद्रास) प्रा० लि०, 379, नेताजी रोड, मद्रास को यू० एस० आर० से रूसी कृषि ट्रैक्टरों के फालतू पूर्जों के आयात के लिए 18,833 रु०

की सीमा-शुल्क निकासी परमिट सं० 987465/60/सी०सी०आई०/एव०क्यू०/एल०-7 दिनांक 29-10-1962 स्वीकृत किया गया था। उन्होंने अनुलिपि सीमा-शुल्क निकासी परमिट के लिए इस आधार पर आवेदन किया है कि मूल सीमा-शुल्क निकासी परमिट उनके द्वारा खो गया है। लाइसेंस-धारी द्वारा आगे यह बताया गया है कि लाइसेंस के मूल्य में से 11,722 रुपये शेष बचे थे, जिनका उपयोग नहीं किया गया था। लाइसेंस सीमा-शुल्क कार्यालय मद्रास के पास पंजीकृत किया गया था।

2. अपने तर्क के समर्थन में आवेदक ने एक शपथ-पत्र जमा किया है कि मैं इससे संतुष्ट हूँ कि मूल-सीमा शुल्क निकासी परमिट सं० 987465/60/सी०सी०आई०/एव० क्यू दिनांक 29-10-1962 खो गया है और उक्त सीमा-शुल्क निकासी परमिट की अनुलिपि प्रति आवेदक को जारी की जाए। मूल सीमा-शुल्क निकासी परमिट रद्द किया जाता है।

3. अनुलिपि सीमा-शुल्क निकासी परमिट अलग से जारी किया जा रहा है।

[सं० 3/74-5/62-63/एल०-7/एम० एल०-2/2522]

ज० शंकर,

उप-मुख्य नियंत्रक, आयात-निर्यात,
कृते मुख्य नियंत्रक, आयात-निर्यात।

MINISTRY OF SHIPPING AND TRANSPORT

(Transport Wing)

New Delhi, the 30th January 1971

S.O. 724.—In exercise of the powers conferred by Section 18 of the Calcutta Port Act, 1890 (Bengal Act III of 1890), the Central Government is pleased to authorise the Commissioners for the Port of Calcutta to raise on the 1st February 1971 a debenture loan of Rs. 150 lakhs (Rupees one hundred and fifty lakhs), repayable on the 1st February, 1981.

[No. 9-PG(3)/71.]

K. L. GUPTA, Under Secy.

पोतपरिवहन तथा परिवहन मंत्रालय

(परिवहन पक्ष)

नई दिल्ली, 30 जनवरी, 1971

का० आ० 724 —कलकत्ता पत्तन अधिनियम 1890 (1890 का बंगाल अधिनियम III) की धारा 18 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार कलकत्ता पत्तन के आयुक्तों को पहली फरवरी 1981 को प्रतिदेय 150 लाख रुपये (एक सौ पचास लाख रुपये) के ऋणपत्र ऋण का पहली फरवरी 1971 को एकत्र करने का अधिकार देती है।

[सं० पी० जी० (3)/71]

०के एल० गुप्ता, अधर सचिव।

MINISTRY OF INDUSTRIAL DEVELOPMENT AND INTERNAL TRADE

(Department of Industrial Development)

ORDER

New Delhi, the 3rd February 1971

S.O. 725/IDRA/6/3/71. In exercise of the powers conferred by Section 6 of the Industries (Development & Regulation) Act, 1951 (65 of 1951) read with rules 5(1) and 8 of the Development Councils (Procedural) Rules, 1952, the Central Government hereby appoints Lala Banshi Dhar, Vice-President, Indian Sugar Mills Association, to be a member, till 30th April, 1971, of the Development Council established by the Order of the Government of India, in the late Ministry of Industrial Development, Internal Trade and Company Affairs (Deptt. of Industrial Development) Order No. S.O. 1751/IDRA/6/3/69 dated the 1st May, 1969, for the scheduled industries engaged in the manufacture or production of sugar and directs that the following amendment shall be made in the said Order, namely:—

In the said Order for entry No. 3, relating to Shri V. H. Dalmia the following entries shall be substituted namely:—

“3. Lala Banshi Dhar, Vice-President, Indian Sugar Mills Association, 22, Curzon Road, New Delhi”

[No. 13(8)/68-LC]

R. C. SETHI, Under Secy.

(Department of Industrial Development)

ORDERS

New Delhi, the 4th February 1971

S.O. 726/IDRA/6/70.—In exercise of the powers conferred by Section 6 of the Industries (Development and Regulation) Act, 1951, (65 of 1951), read with Rules 5(1) and 8 of the Development Councils (Procedural) Rules, 1952, the Central Government hereby appoints till 9th September, 1972 Shri K. V. R. Rao and Shri K. N. Talwar in place of Shri S. Narayanan and Dr. J. M. Rane the President of Federation of All India Automobile Spare Parts Dealers' Association and the President Federation of Automobile Dealers Association respectively, to be the members of the Development Council established by the Order of the Government of India in the Ministry of Industrial Development and Internal Trade No. S.O. 3243. IDRA/16/16 dated the 10th September, 1970 for the scheduled industries engaged in the manufacture or production of Automobiles, Automobile Ancillary Industries, Transport Vehicles Industries, Tractors, Earth Moving Equipment and Internal Combustion Engines and directs that the following amendments shall be made in the said Order, namely:

In the said Order:—

- (i) for the name “Shri S. Narayanan” in entry no 21, the name “Shri K. V. R. Rao” shall be substituted.
- (ii) for the name “Dr. J. M. Rane” in entry No. 22, the name “Shri K. N. Talwar” shall be substituted.

[No. 1(33)/70-A.E. Ind(I)]

(औद्योगिक विकास विभाग)

आदेश

नई दिल्ली, 4 फरवरी, 1971

एस०ओ० आई०डी० आर० ए० 6/70.—उद्योग (विकास तथा विनियमन) अधिनियम, 1951 (1951 का 65) की धारा 6 के द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए एवम् विकास परिषद (कार्य-विधि) नियम, 1952 के नियम 5(1) तथा 8 के साथ पढ़ते हुए केन्द्रीय सरकार एतद्वारा श्री एस० नारायणन तथा डा० जे० एम० राने को क्रमशः अध्यक्ष, अखिल भारतीय सहायक मोटरगाड़ी स्पेयर पार्ट्स विक्रेता मंडल संघ तथा अध्यक्ष, अखिल भारतीय सहायक मोटर गाड़ी स्पेयर पार्ट्स

बिज्ञता मंडल संघ के स्थान पर श्री के० बी० आर० राव तथा श्री के० एन० तलवार को 9 सितम्बर, 1972 तक के लिए भारत सरकार के औद्योगिक विकास तथा आंतरिक व्यापार मंत्रालय के आदेश संख्या एस० ओ० 3243 आई० डी० आर० ए०/6/16 दिनांक 10 सितम्बर, 1970 द्वारा स्थापित मोटरगाड़ियों, सहायक मोटर गाड़ी उद्योगों, परिवहन गाड़ी उद्योगों, ट्रैक्टरों, मिट्टी ढोने के उपकरण तथा इंटरनल कंबशन इंजनों के निर्माण में उत्पादन रत अनुसूचित उद्योगों की विकास परिषद् का सदस्य नियुक्त करती है और यह निदेश देती है कि उक्त आदेश में निम्नलिखित संशोधन किया जाएगा, अर्थात् :—

उक्त आदेश में :—

- (1) प्रविष्टि संख्या 21 में “श्री एस० नारायणन” नाम के स्थान पर “श्री के० बी० आर० राव” रखा जाएगा।
- (2) प्रविष्टि संख्या 22 में “डा० जे० एन० राने” नाम के स्थान पर “श्री के० बी० आर०” रखा जाएगा।

[सं० 1(33)/70-ए०ई०आई० (1)]

S.O. 727/IDRA/6/70.—In exercise of the powers conferred by Section 6 of the Industries (Development and Regulation) Act, 1951 (65 of 1951) read with Rules 6(1) and 8 of the Development Councils (Procedural) Rules, 1952, the Central Government hereby appoints till 9th September, 1972 Shri Sushil Bhattacharya of United Trades Union Congress to be a member of the Development Council (established) by the Order of the Government of India in the Ministry of Industrial Development and Internal Trade No. S.O. 3243-IDRA/6/16, dated the 10th September, 1970 for the scheduled industries engaged in the manufacture of production of Automobiles, Automobile of Ancillary Industries Transport Vehicle Industries, Tractors, Earth Moving Equipment and Internal Combustion Engines and directs that the following amendments shall be made in the said Order, namely:

In the said Order:

Shri Sushil Bhattacharya of United Trade Congress Calcutta shall be added as entry No. 29.

[No. 1(33)/70-A.E.Ind(I)]

B. K. VARMA, Dy. Secy.

एस० ओ० 727 आई० डी० आर० ए० 6/70-उद्योग (विकास तथा विनियमन) अधिनियम 1951 (1951 का 65) की धारा 6 के द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए एवम् विकास परिषदें (कार्य-विधि) नियम, 1952 के नियम 5(1) और 8 के साथ पढ़ते हुए केन्द्रीय सरकार एतद्वारा यूनाईटेड ट्रेड यूनियन कांग्रेस के श्री सुशील भट्टाचार्य को भारत सरकार के औद्योगिक विकास तथा आंतरिक व्यापार मंत्रालय के आदेश संख्या एस० ओ० 3243-आई० डी० आर० ए० 6-16 दिनांक 10 सितम्बर, 1970 के द्वारा स्थापित मोटरगाड़ियों, सहायक मोटरगाड़ी उद्योगों, परिवहन गाड़ी उद्योगों, ट्रैक्टरों, मिट्टी ढोने के उपकरण तथा इंटरनल कंबाशन इंजनों के निर्माण में उत्पादन रत अनुसूचित उद्योगों की विकास परिषद् का सदस्य नियुक्त करती है और यह निदेश देती है कि उक्त आदेश में निम्नलिखित संशोधन किया जाएगा, अर्थात् :—

उक्त आदेश में :—

प्रविष्टि संख्या 29 के में श्री सुशील भट्टाचार्य, यूनाईटेड ट्रेड यूनियन कांग्रेस, कलकत्ता को शामिल किया जाएगा।

[सं० 1(33)/70-ए०ई०आई० (1)]

बी० के० वर्मा,

उप-सचिव, भारत सरकार।

(Department of Industrial Development)

(Indian Standards Institution)

New Delhi, the 5th January 1971

S. O. 728.—Certification Marks Licences, details of which are mentioned in the schedule given below, have lapsed or their renewals deferred:

SCHEDULE

Sl. No.	Licence No.	Licensee's Name & Address	Article/Process and the relevant IS: Designation	S.O. Number and date of the Gazetted Notifying Grant of Licence	Remarks
1	2	3	4	5	6
1	CM/L-305 30-5-1961	India Supplies Engg Works Ltd, 84/22 Fazalgaon, Kanpur	Single-phase small ac and universal electric motors— IS: 996—1964	S.O. 1332 dated 10-6-1961	The renewal was deferred after 15-6-1967; the licence may now be treated as lapsed after that date.
2	CM/L-384 14-2-1962	Khalsa Foundry & Workshop Co-op. Ind. Society Ltd., Kapurthala (Punjab)	Single-phase small ac and universal electric motors— IS: 996—1964	S.O. 751 dated 17-3-1962	The renewal was deferred after 28-2-1967; the licence may now be treated as lapsed after that date.
3	CM/L-1068 18-5-1965	Bhagsons Paint Industries (India), 16, D.L.F.; Industrial Area, Najafgarh Road New Delhi-15	Varnish, finishing, interior— IS: 337—1952	S.O. 2132 dated 3-7-1965	Deferred after 15-10-1970.
4	CM/L-1948 31-3-1969	Do.	Enamel, interior (a) undercoating, (b) finishing, colour as required— IS: 133—1965	S.O. 1639 dated 3-5-1969	Deferred after 15-10-1970.
5	CM/L-2091 30-9-1969	Kanwal Scientific Production Pvt. Ltd, 37-A, Laxman Chowk, Dehradun (UP)	Clinical thermometers— IS: 305—1965	S.O. 4310 dated 25-10-1969	Lapsed after 30-9-1970.

[No. CMD/13 :14]

(औद्योगिक विकास विभाग)

(भारतीय मानक संस्था)

नई दिल्ली, 5 जनवरी 1971

रू० ओ० 728.—यहाँ जित प्रमाणन मुहर लाइसेंसों के ब्योरे दिए गए हैं वे या तो अवधिपूर्ण होने पर रद्द हो गए हैं अथवा उनका नवीकरण स्थगित कर दिया गया है।

अनुसूची

क्रमांक	लाइसेंस संख्या	लाइसेंसधारी का नाम और पता	वस्तु/प्रक्रिया और तत्सम्बन्धी भारतीय मानक का पद नाम	लाइसेंस मंजूरी प्रकाशित करने वाले गजट की एस ओ संख्या और दिनांक	विवरण
(1)	(2)	(3)	(4)	(5)	(6)
1	सी एम/एल-305 30-5-1961	इंडिया सप्लाइज इंजीनियरिंग वर्क्स लि० 84/22 फजलगंज, कानपुर	एक फेजी, एकहरे, छोटे ए सी और यूनिवर्सल बिजली के मोटर- : 996-1964	एस ओ 1332 दिनांक 10-6-1961	लाइसेंस का नवीकरण 15-6-1967 को स्थगित किया गया था, इसको तभी से रद्द समझा जाए।
2	सी एम/एल-384 14-2-1962	खालसा फाउंड्री एण्ड वर्कशॉप को० 190 इंडिया सोसाइटी लि० कपूरथला (पंजाब)	एक फेजी, एकहरे, छोटे ए सी और यूनिवर्सल बिजली के मोटर- : 996-1964	एस ओ 751 दिनांक 17-3-1962	लाइसेंस का नवीकरण 28-2-1967 को स्थगित किया गया था इसको तभी से रद्द माना जाए।

- | | | | | | |
|---|----------------------------|---|--|--------------------------------|-----------------------------|
| 3 | सी एम/एल-1068
18-5-1965 | भागसंस पेंट इंडस्ट्रीज (इंडिया)
16 डी एल एफ इंडस्ट्रियल
एरिया नजफगढ़ रोड, नई
दिल्ली-51 | भीतरी फिनिश देने की वारिंश-
†S : 337-1952 | एस ओ 2132
दिनांक 3-7-1965 | 15-10-1970 के बाद
स्थगित |
| 4 | सी एम/एल-1948
31-3-1969 | -वही- | इनेमेल, भीतर के लिए
(क) नीचे लेपन के लिए
(ख) बोछिल रंग की फिनिश
देने की
: 133-1965 | एस ओ 1639
दिनांक 3-5-1969 | 15-10-1970 के बाद
स्थगित |
| 5 | सी एम/एल-2091
30-9-1969 | कैवल साइंटिफिक प्राडकान प्रा० लि०
37-ए लक्ष्मण चौक देहरादून
(उ० प्र०) | डाक्टरी थर्मामीटर
: 3055-1965 | एस ओ 4310
दिनांक 25-10-1969 | 30-9-1970 के बाद
स्थगित |

[स० सी० एम० डी/13:14]

New Delhi, the 24th January 1971

S.O. 729.—In pursuance of regulation 4 of the Indian Standards Institution (Certification Marks) Regulations, 1955, the Indian Standards Institution hereby notifies that amendment(s) to the Indian Standard(s) given in the schedule hereto annexed have been issued under the powers conferred by the sub-regulation (1) of Regulation 3 of the said Regulations.

THE SCHEDULE

Sl. No.	No. and title of the Indian Standard amended	No. and Date of Gazette Notification in which the establishment of the Indian Standard was notified	No. and Date of the Amendment	Brief particulars of the Amendment	Date from which the amendment shall have effect
1	2	3	4	5	6
1	IS: 489—1961 Specification for glass ampoules (<i>revised</i>)	S.O. 635 dated 3 March 1962	No. 1 Dec. 1970	With a view to incorporating the requirements of glass ampoules for freeze dried vaccines in the standard, the Glassware Sectional Committee, responsible for its preparation, decided to issue this amendment.	1 Dec. 1970
2	IS: 1139—1966 Specification for hot rolled mild steel, medium tensile steel and high yield strength steel deformed bars for concrete reinforcement (<i>revised</i>).	S.O. 3065 dated 15 Oct. 1966	No. 2 Nov. 1970	(i) (Page 7, re-numbered clause 5.6, line 2)—substitute '5.3, 5.4 and 5.5' for '5.3 and 5.4'. (ii) A new clause 5.5 has been added after 5.4 and the existing clause 5.5 re-numbered as 5.6	1 Nov. 1970
3	IS: 1527—1956 Specification for copper oxychloride water dispersible powder concentrates (<i>first revision</i>).	S.O. 1750 dated 20 May 1967	No. 2 Sept. 1970	(Page 9, clause B-3.1, line 2)—Substitute '2.25 percent' for '0.5 percent'.	1 Sep. 1970.
4	IS: 2594—1963 Specification for hacksaw blades.	S.O. 1454 dated 2 May 1964	No. 2 Sept. 1970	Clause 11.2.2 (b) has been substituted by a new one.	1 Sep. 1970.
5	IS: 3235—1955 Specification for hypodermic syringes for general purposes.	S.O. 1308 dated 30 April 1966	No. 1 Jan. 1970	(i) Clauses 0.3 and 4.1 have been amended. (ii) New clauses 2.7 and 3.8 have been added.	Jan. 1970.

1	2	3	4	5	6
6	IS: 3131-1955 Specification for steel for wire, helical and laminated springs for automobile suspension	S.O.2246 dated 30 July 1966	No. 1 Dec. 1970	(Page 5, clause 8.1, informal table)—Add two more sizes '11' and '13' against bar diameters at the appropriate places.	1 Dec. 1970
7	IS: 4003-1955 Specification for brush-holding device for artificial limbs.	S.O.3152 dated 14 Sep 1968	No. 1 Dec. 1970	Informal table under clause 2.1 has been amended.	1 Dec. 1970.
8	IS: 4500-1955 Specification for pencil-holding device for artificial limbs.	S.O.3605 dated 12 Oct. 1968	No. 1 Dec. 1970	Clause 2.1 has been amended and the corresponding footnote with 'S' mark has been deleted.	1 Dec. 1970.
9	IS: 4512-1968 Specification for C-hook terminal device, spring loaded for artificial limbs.	S.O.3453 dated 28 Spt. 1968	No. 1 Dec. 1970	Clause 2.1 has been amended and the corresponding footnote with mark has been deleted.	1 Dec. 1970.
10	IS: 4575-1955 Specification for workshop-tool-holding device for artificial limbs.	S.O.3508 dated 12 Oct. 1968	No. 1 Dec. 1970	Clause 2.1 has been amended and the corresponding footnote with 'S' mark has been deleted	1 Dec. 1970.
11	IS: 5678-1968 Specification for universal device for artificial limbs.	S.O. 3608 dated 12 Oct. 1968	No. 1 Dec. 1970	Clause 2.1 has been amended and the corresponding footnote with 'S' mark has been deleted.	1 Dec. 1970.

Copies of these amendments are available with the Indian Standards Institution. 'Manak Bhavan', 9 Bahadur Shah Zafar Marg, New Delhi-1 and also its branch offices at (i) 534 Sardar Paalabhbhai, Patel Road, Bombay-7 (ii) 5 Chowringhee Approach, Calcutta-13 (iii) 54 General Patters Road, Madras-2 (iv) 117/418 B, Sarvodaya Nagar, Kanpur, and (v) 5-9-201/2 Chirag Ali Lane, Hyderabad-1

(No. CMD/13:5)
A. K. GUPTA
Deputy Director General

एस०ओ० 729.—भारतीय मानक संस्था (प्रमाणन चिह्न) विनियम 1955, के विनियम 4 के अनुसार भारतीय मानक संस्था सूचित करती है कि उक्त विनियमों के विनियम 3 के उपविनियम (1) के अनुसार प्राप्त अधिकार के अधीन यहां अनुसूची में दिए भारतीय मानकों के संशोधन जारी किए गए हैं।

अनुसूची

क्रम संख्या	संशोधित भारतीय मानक की पद संख्या और शीर्षक	जिस गजट में भारतीय मानक तैयार होने की मूची छपी थी उसकी संख्या और दिनांक	संशोधन की संख्या और दिनांक	संशोधन का संक्षिप्त विवरण	संशोधन लागू होने की तिथि
(1)	(2)	(3)	(4)	(5)	(6)
1,	IS : 489-1961 कांच के ऐम्पूलों की विशिष्टि (पुनरीक्षित)	एस० ओ० 635 दिनांक 3 मार्च, 1962	संख्या 1 दिसम्बर, 1970	कांच के सामान विषय समिति ने यह मानक तैयार किया था और उसी ने जमा कर सुखाई वैकसीनों के लिए प्रयुक्त कांच के ऐम्पूलों के विषय में अपेक्षाएँ इस मानक में सम्मिलित करने के उद्देश्य से यह संशोधन प्रकाशित करने का निर्णय किया।	1 दिसम्बर 1970
2,	IS: 1139-1966 कंकरीट प्रबलन के लिए बर्म रोल्ड मृदुइस्पात, मध्यम तनाव वाली इस्पात और उच्च परभाव सामर्थ्य इस्पात की विकृत (डिफार्मड) सरिया की विशिष्टि (पुनरीक्षित)	एस० ओ० 3065 दिनांक 15 अक्टूबर, 1966	संख्या 2 नवम्बर, 1970	(i) (पृ० 7, पुनर्गणित खण्ड 5.6, पंक्ति 2) — '5.3, 5.4 और 5.5 के स्थान पर 5.3 और 5.4' कीजिए। (ii) खण्ड 5.4 के बाद एक नया खण्ड 5.5 जोड़ा गया है और वर्तमान 5.5 को 5.6 कर दिया गया है।	1 नवम्बर, 1970

3. IS: 1507-1966 तांबा एस० ओ० 1759 संख्या 2 (पृ० 9, खण्ड बी-3.1, पंक्ति 2) 1 सितम्बर, 1970
 आक्सीकलोराइड का जल दिनांक 20 मई, 1967 सितम्बर, 1970 '0.5 प्रतिशत' के स्थान पर '2.25 प्रतिशत' कीजिए
 छिड़कनीय तेज चूर्ण
 (पहला पुनरीक्षण)
4. IS: 2594-1963 लोहा एस० ओ० 1454 संख्या 2 उपखण्ड 11.2.2(बी) के स्थान पर 1 सितम्बर, 1970
 काटने की आरी के ब्लेड दिनांक 2 मई, 1964 सितम्बर, 1970 नया उपखण्ड दिया गया है।
 की विशिष्टि।
5. IS: 3236-1965 सामान्य एस० ओ० 1308 संख्या 1 (i) खण्ड 0.3 और 4.1 का संशोधन 1 जनवरी, 1970
 कार्यों के लिए अघस्वक् दिनांक 30 अप्रैल, 1966 जनवरी, 1970 घन किया गया है।
 (हाइपोडमिक) सुइयों
 की विशिष्टि (ii) नए खण्ड 2.7 और 3.8 जोड़े गए हैं।
6. IS: 3431-1965 स्वचलन एस० ओ० 2246 संख्या 1 (पृ० 5 खण्ड 8.1, अविधिवत् सारणी)- 1 दिसम्बर, 1970
 गाड़ियों के टिकाव के लिए दिनांक 30 जुलाई, 1966 दिसम्बर, 1970 उपयुक्त स्थानों पर छड़ व्यास के आगे
 केन्द्रज, कुंडलिनी, और 'II' और '13' जोड़े जाएं।
 परतदार कमनियों की विशिष्टि
7. IS: 4608-1968 बनावटी एस० ओ० 3152 संख्या 1 खण्ड 2.1 के नीचे दी अविधिवत् 1 दिसम्बर, 1970
 अंशों के लिए बुरुज पकड़ने दिनांक 14 सितम्बर, 1968 दिसम्बर, 1970 सारणी में संशोधन किया गया है।
 के साधनों की विशिष्टि
8. IS: 4609-1968 बनावटी एस० ओ० 3608 संख्या 1 खण्ड 2.1 का संशोधन किया गया है 1 दिसम्बर 1970
 अंशों के लिए पेन्सिल दिनांक 12 अक्टूबर, 1968 दिसम्बर, 1970 अंशों के लिए पेन्सिल
 पकड़ने के साधनों की और निशान वाली पाद टिप्पणी
 विशिष्टि को हटा दिया गया है।

(1)	(2)	(3)	(4)	(5)	(6)
9.	IS: 4612-1968 बनावटी एस० ओ० 3453 अंगों के लिए रिप्रिज लगी सी-हुक अंत्य साधन की विशिष्टि	संख्या 1 दिनांक 28 सितम्बर, 1968 दिसम्बर, 1970	खण्ड 2.1 का संशोधन किया गया है और निम्नान वाली पाद टिप्पणी को हटा दिया गया है।	1 दिसम्बर 1970	
10.	IS: 4676-1968 बनावटी एस० ओ० 3608 अंगों के लिए कारखाने के औजार पकड़ने के साधन की विशिष्टि	संख्या 1 दिनांक 12 अक्टूबर, 1968 दिसम्बर, 1970	खण्ड 2.1 का संशोधन किया गया है और निम्नान वाली पाद टिप्पणी को हटा दिया गया है।	1 दिसम्बर 1970	
11.	IS: 4678-1968 बनावटी एस० ओ० 3608 अंगों के सर्वोपयोगी साधन की विशिष्टि	संख्या 1 दिनांक 12 अक्टूबर, 1968 दिसम्बर, 1970	खण्ड 2.1 का संशोधन किया गया है और निम्नान वाली पाद टिप्पणी को हटा दिया गया है।	1 दिसम्बर 1970	

इन संशोधनों की प्रतियाँ भारतीय मानक संस्था, मानक भवन, 9 ब० शा० जफर० मार्ग, नई दिल्ली-1 और उसके शाखा कार्यालयों (1) 534 सरदार बल्लभ
बाई फटेस रोड, बम्बई-7 (2) 5 चौरमी ऐप्रोच, कलकत्ता-13, (3) जनरल पैटर्स रोड, मद्रास-2, (4) 117/418 बी सर्वोदय नगर, कानपुर, और (5)
5-9-201/2 चिराय अली सेन हैदराबाद-1, से प्राप्त की जा सकती है।

[संख्या सी० एम० डी० /13:5]

ए० के० गुप्ता,

उप-महानिदेशक।

(Department of Industrial Development)

(Indian Standards Institution)

New Delhi, the 20th January 1971

S.O. 730—In exercise of the powers conferred on me under sub-regulation (4) of regulation 3 of the Indian Standards Institution (Certification Marks) Regulations, 1955, as amended from time to time, modification to the provisions of IS:2037-1962, details of which are mentioned in the Schedule given hereafter, have tentatively been made with a view to expediting the use of the Standard Mark, without in any way affecting the quality of goods covered by the relevant of standards. This notification shall come into force with immediate effect:

THE SCHEDULE

Sl. No. and Title of Indian Standard, the provisions of which have been modified.	Particulars of the existing provisions	Particulars of the modifications made to the provisions
1	2	4
IS: 2037-1962 Specification for tracing cloth.	Clauses C-1.1 C-2.1	(Page 9, Clause C-1.1)—Substitute the following for the existing clause: 'C-1.1 Draw four lines of various thickness upto but not exceeding 0.4 mm, 5 mm apart (see IS:696-1960*) on a surface prepared by French chalk, with a ruling pen using drawing ink, conforming to IS: 789-1955**. After 15 minutes, erase those lines with a tracing cloth eraser rubbing along the lines and dress down the erased surface with a soft pencil eraser. Similarly draw four lines approximately at right angles to originally drawn lines on the erased area. Erase those lines as before after 15 minutes. Take out ammonia prints with normal exposure.' (Page 9, Clause C-2.1, Line 2)—Substitute the words "the ammonia prints" for "its surface".

*Code of practice for general engineering drawings (revised).

**Specification for ink, drawing, waterproof, black.

[No CMD/13:4]

(प्रौद्योगिक विकास विभाग)

(भारतीय मानक संस्था)

नई दिल्ली 20 जनवरी, 1971

एस०ओ० 730.—समय समय पर संशोधित भारतीय मानक संस्था (प्रमाणन चिह्न) विनियम, 1955, विनियम 3 के उपविनियम (4) के अधीन प्राप्त शक्तियों के आधार पर मानक मुहर लगाने के काम में गति लाने के उद्देश्य से IS:2037-1962, के उपबंधों में कुछ परिवर्तन जिनके व्योरे नीचे अनुसूची में दिए गए हैं, परीक्षार्थ रूप में किए गए हैं। इन परिवर्तनों से तत्सम्बन्धी भारतीय मानक के अधीन मास की किस्म पर कोई प्रभाव नहीं पड़ेगा। यह अधिसूचना तुरन्त लागू हो जाएगी।

अनुसूची

क्रमांक	भारतीय मानक की संख्या और शीर्षक जिस से उपबंधों का संशोधन हुआ है	संशोधित वर्तमान उपबंधों के विवरण	उपबंधों में किए गए परिवर्तनों का विवरण
(1)	(2)	(3)	(4)
1.	:2037-1962 संग कपड़े की विशिष्टि ।	खण्ड सी-1.1 और सी-2.1	(पृष्ठ 9, खण्ड सी-1.1)—वर्तमान खण्ड के स्थान पर निम्नलिखित खण्ड कर लीजिए । ‘सी-1.1 फ्रेंच चाक द्वारा तैयार की गई सतह पर 789-1955** के अनुरूप ड्राइंग स्थायी का उपयोग करते हुए लाइन डालने वाले पेन से 0.4 मिमी से अनधिक विभिन्न मोटाई वाली चार खाएं 5 मिमी की दूरी पर (देखिए : 696-1960*) खींचिए । 15 मिनट बाद इन रेखाओं को ट्रैसिंग कपड़े के रबड़ द्वारा रेखाओं के समान्तर रगड़ते हुए बिगाड़ दीजिए और इस तरह रगड़ी हुई सतह को मुलायम पेन्सिल बिगाड़ने के रबड़ से साफ कर दीजिए। इसी प्रकार रगड़ी हुई सतह पर पहले से खिंची रेखाओं के साथ लगभग समकोण बनाती हुई चार रेखाएं खींचिए। पहले की तरह उन रेखाओं को भी 15 मिनट बाद रगड़ कर बिगाड़ दीजिए । सामान्य एक्सपोजर के साथ अमोनिया प्रिंट निकालिए ।’ ‘C-1.1 Draw four lines of various thickness upto but not exceeding 0.4 mm, 5 mm, apart (see IS:696-1960*) on a surface prepared by French chalk, with a ruling pen using drawing ink, conforming to IS:789-1955**. After 15 minutes, erase those lines with a tracing cloth eraser rubbing along the lines and dress down the erased surface with a soft pencil eraser. Similarly draw four lines approximately at right angles to originally drawn lines on the erased area. Erase those lines as before after 15 minutes. Take out ammonia prints with normal exposure.’

(1)	(2)	(3)	(4)
			(पृष्ठ 9, खण्ड सी-2. 1, पंक्ति 2) — “its surface” के स्थान पर “the ammonia prints” कर लीजिए । **Specification for ink, drawing, waterproof, black. *Code of practice for general engineering drawings (revised).
			[सं० सी० एम० डी०/12/4]

New Delhi, the 1st February 1971

S.O. 731.—In exercise of the powers conferred on me under sub-regulation (4) of regulation 3 of the Indian Standards Institution (Certification Marks) Regulations, 1955, as amended from time to time, modifications to the provisions of the Indian Standard, details of which are mentioned in the Schedule given hereafter, have tentatively been made with a view to expediting the use of the Standard Mark, without in any way affecting the quality of goods covered by the relevant standard. These modifications shall come into force with immediate effect.

THE SCHEDULE

Sl. No.	No. and Title of Indian Standard, the provisions of which have been Modified	Number(s) of the existing clauses affected	particulars of the modifications made to the provisions
(1)	(2)	(3)	(4)
1.	IS: 578-1964 Specification for full-chrome upper leather (revised).	Clause 3.6, Table 2 Column 3, Item (vi).	Substitute the words “To pass only dry rubbing” for the existing words “To pass test”.

[No. CMD/13 : 4]

S. K. SEN,
Director General.

नई दिल्ली 1 फरवरी 1971

एस० आई० 731 समय समय पर संशोधित भारतीय मानक संस्था (प्रमाणन बिह्ल) विनियम, 1955 विनियम 3 के उपविनियम (4) के अधीन प्राप्त शक्तियों के आधार पर मानक मुहर लगाने के काम में गति लाने के उद्देश्य से नीचे अनुसूची में जिस मानक के विवरण दिए गए हैं उसके उपबन्धों में कुछ परिवर्तन परीक्षार्थ रूप में किए गए हैं । इन परिवर्तनों से तत्सम्बन्धी भारतीय मानक के अधीन माल की किस्म पर कोई प्रभाव नहीं पड़ेगा और ये परिवर्तन तुरन्त ही लागू हो जाएंगे ।

अनुसूची

क्रम संख्या	भारतीय मानक की पद संख्या और शीर्षक जिसके उपबन्धों का संशोधन हुआ है	संशोधित वर्तमानक उपबन्धों के विवरण	उपबन्धों में किए गए परि- वर्तनों का विवरण
(1)	(2)	(3)	(5)
1	IS: 578-1964 फुल- क्रोम के उपल्ले के बमड़े की विशिष्टि (पुनरीक्षित) ।	खण्ड 3.6 सारणी 2, स्तम्भ 3 मद (iv) ।	वर्तमान शब्द "To pass test" के स्थान पर "To pass only dry rubbing" कर लीजिए ।

: [सं० सी० एम० डी०/13: 4]

एस० के० सेन,
महानिदेशक ।